



Commonwealth of Virginia
Virginia Information Technologies Agency

**STATEWIDE – TICKETING, SCHEDULING & RESOURCE MANAGEMENT PRODUCTS,
SOFTWARE & SERVICES**

OPTIONAL USE CONTRACT

Date: June 28, 2006

Contract #: VA-060511-RTP

Authorized User: All public bodies, including VITA, as defined by
§2.2-4301 and referenced by §2.2-4304 of the
Code of Virginia

Contractor: Resort Technology Partner, LLC
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FIN: 84-1580518

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Term: May 8, 2006 – May 7, 2007

Payment: Net 30 days

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

CONTRACT # VA-060511-RTP
CONTRACT CHANGE LOG

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SOFTWARE DEVELOPMENT AND LICENSE CONTRACT

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SOFTWARE DEVELOPMENT AND LICENSE CONTRACT

THIS SOFTWARE DEVELOPMENT AND LICENSE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia, (hereinafter referred to as "VITA") and RTP, LLC (Supplier) to be effective as of May 8, 2006, (Effective Date). VITA and Supplier are referred to herein individually as "Party" and collectively as the "Parties."

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to grant a license to use certain of Supplier's Software, and to provide various Services, including Software customization and maintenance (Software support), to the Authorized Users.

2. DEFINITIONS

Acceptance

Acceptance shall take the form of completion of implementation testing in conformance with the Requirements as determined by Authorized User.

Agent

Any third party independent agent of any Authorized User.

Authorized User(s)

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

Business Location

Any location established in this Contract, or in any order placed hereunder, where VITA or any Authorized User may install and use the Software and Documentation solely for the Commonwealth's internal business purposes.

Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Software.

Electronic Self-Help

Any use of electronic means to exercise Supplier's termination rights upon breach or cancellation, termination or expiration of this Contract.

Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct Business Location.

Requirements

The functional, performance, operational, compatibility, implementation testing criteria and other parameters and characteristics of the Software described in the applicable documentation, Supplier's Proposal and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties. [In case of conflict, see the Entire Contract clause for order of precedence.]

Services

Any services, including software modifications, customization, installation, support and training provided by Supplier under this Contract.

Software

The programs and code provided by Supplier under this Contract as set forth in Exhibit B & D, including Work Product.

Statement of Work (SOW)

(i) Exhibit D to this Contract, and (ii) any subsequent document in substantially the form of Exhibit D to this Contract which, upon signing by both Parties, shall be deemed a part of this Contract, and which describes the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Services.

Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Software and/or Services under this Contract.

Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A.

VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

Warranty Period

The 90 day period following implementation of the Software.

Work Product

The discovery, creation or development of inventions, combinations, machines, methods, formula, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product").

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of one (1) year. This Contract may be extended for up to four (4) additional one (1) year periods after the expiration of the initial one (1) year period. VITA will issue a written notification to the Supplier stating the extension period, 30 days prior to the expiration of any current term.

VITA may terminate this Contract, in whole or in part, upon not less than (30) days prior written notice at any time for any reason. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Software delivered by Supplier prior to the termination date.

4. SOFTWARE LICENSE**License Grant**

- i). Supplier grants to all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, non-transferable, non-sublicenseable license to use the Software, and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. The

Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to any Authorized User.

- ii). Any Authorized User may allow access to the Software by third party vendors who are under contract with the Authorized User to provide services to or on behalf of such Authorized User. Access includes loading or executing the Software on behalf of such Authorized Users or their Agents.
- iii). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- iv). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- v). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, disaster recovery and development for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.
- vi). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.
- vii). Except as provided or allowed by law, each Party agrees that it shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of the other Party.
- viii). Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data, which such Authorized User may already possess or acquire under proper authorization from other sources.

License Type

All licenses granted, regardless of the type, include all uses set forth above.

The license(s) granted under this Section authorizes Authorized Users to use the Software on any system based on the maximum number of Concurrent Users. The number of "Concurrent Users" is defined as the number of concurrent Sessions connected at a given point in time. A "Session" is defined as an active user executing the Software. The initial maximum number of Concurrent User licenses granted herein is listed on Exhibit B. An Authorized User may increase the maximum number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit B.

5. RIGHTS TO WORK PRODUCT

Work Product

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The parties agree to document all Work Product descriptions and make such descriptions an incorporated Exhibit to this Contract.

Ownership

The Software and the Documentation are and shall remain proprietary business assets of Supplier. Supplier retains sole ownership of all right, title, and interest in and to the Software and Documentation, as well as any derivative works thereof, including but not limited to copyrights, patent rights, trademark and service mark rights, trade secret rights, moral rights, and all other intellectual property and proprietary rights. Authorized User shall have no ownership rights to the

Software or Documentation, any derivative works of the Software or Documentation, or any individual component of the Software or Documentation, except as specifically set forth in this Agreement.

Return of Materials

Upon termination of this Contract, Supplier shall immediately return to VITA all copies, in whatever form, of any and all Confidential Information and other properties provided by VITA, which are in Supplier's possession, custody or control.

6. FEES, ORDERING AND PAYMENT PROCEDURE

Fees and Charges

As consideration for the Software license(s) granted herein, an Authorized User shall pay Supplier the license fee(s) set forth on Exhibit B, which lists any and all license fees and charges. In addition to the Software license fees, Exhibit B & D also lists any and all fees and charges for the Services offered by Supplier hereunder. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed 3% annually. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

Reproduction Rights

Authorized User shall not copy or reproduce the Software or Documentation except as specifically authorized herein. Further, Licensee shall not directly or indirectly modify, adapt, or otherwise make any changes or enhancements to, or derivative works of, the Software or Documentation, or to any of the individual components of the Software or Documentation in any form, nor shall Licensee permit others to do so. Authorized User shall not remove or destroy, or permit others to remove or destroy, any proprietary markings of Supplier or other parties that may appear on any components of the Software or Documentation. Authorized User shall not reverse engineer or otherwise attempt to reproduce any source code from the Software or any individual component of the Software. Licensee may not use the Software in combination with any third party computer software products without the prior written consent of Supplier, which will not be unreasonably withheld. Authorized User shall inform all its employees, subcontractors, and Agents of the restrictions and limitations imposed by this Contract, shall immediately notify Supplier in the event that it learns of any breach of such restrictions and limitations, and shall immediately halt any such breach of which it has actual knowledge. Authorized User shall be permitted to increase the number of concurrent user licenses only upon mutual agreement with Supplier including agreement regarding additional compensation to Supplier provided such additional compensation is in accordance with Exhibit B herein. [Authorized User may de-install, move and reinstall the Software (as applicable) on different host equipment at the same Business Location upon prior written notice to Supplier; however, Authorized User may not move any Software (as applicable) from its Business Location unless Supplier has given its prior written approval and any applicable transfer license fees have been paid.].

Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA.

All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Any order/payment transaction processed through the Commonwealth of Virginia's contract with GE MasterCard. Each order must not exceed \$5,000, or the then-current charge card limit.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the first unit of each Software type.

Invoice Procedures

Supplier shall remit each invoice to the bill-to address provided with the order promptly after all Software or Services have been delivered. Services fees and expenses shall be invoiced, due and payable on a monthly basis and maintenance fees shall be invoiced, due and payable in advance on an annual basis unless otherwise stated herein. No invoice shall include any costs other than those identified in Exhibit B & D or the executed order referencing this Contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Software or Service type and description
- ii). Quantity, charge and extended pricing for each Software and/or Service item
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (EIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY CITY OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information.

In the event Software is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. All payment terms are net 30 days after Acceptance.

Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information provided below), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information

VITA Controller 110 South 7 th Street, 3 rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7 th Street, 1 st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax) ifacoordinator@vita.virginia.gov
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7. TRAINING AND DOCUMENTATION

JYF needs to train twenty-five users ranging from administrative staff to front-end users. JYF has a training facility on site. On Exhibit E (Ticketing Submittal Pricing Sheet, tab "Price List"), not only provide pricing for software, but also provide the cost per day for a qualified instructor to conduct training at the JYF facility. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training.

Supplier shall deliver to any Authorized User, five (5) complete hard copies and one (1) electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Software. This includes updating Documentation due to service packs or other updates to the Software. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

8. DELIVERY, INSTALLATION, AND CUSTOMIZATION**A. Scheduling**

Supplier shall deliver Software according to the delivery dates set forth on the appropriate order.

B. Installation of Software

Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use.

C. Statement of Work (SOW)

All Services, including customization of the Software, shall be performed at the times, locations and rates set forth in the applicable SOW. Supplier personnel shall maintain daily time records of hours and tasks performed which shall be submitted or made available for inspection by VITA upon forty eight (48) hours advance written notice. Any total dollar amounts or not-to-exceed limitations appearing in an SOW shall be considered reasonably accurate estimates. All changes in the scope of Service must be described in a written change request, which includes an appropriate adjustment to the price, delivery dates or both. Either Party may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. Any authorized Services beyond the scope of an SOW shall be performed at the hourly rates set forth in the SOW, unless otherwise agreed by the Parties.

D. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws. VITA reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

E. Supplier Personnel Supervision

Supplier and VITA acknowledge that Supplier shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

9. ACCEPTANCE TEST

A. Acceptance Criteria

Software shall be accepted when the Supplier determines that it successfully operates in accordance with the Requirements. Supplier agrees to commence implementation testing within a mutually agreed upon timeframe after receipt of the Software. Supplier agrees to provide Authorized User such assistance and advice as such Authorized User may reasonably require during such implementation testing. Supplier shall invoice to VITA for such services including pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts.

B. Cure Period

Supplier shall correct non-conformities in the Software identified hereunder as agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver Software which meets the Requirements, such Authorized User may, in its sole discretion reject the Software in its entirety and recover amounts previously paid hereunder, or conditionally accept the applicable Software while reserving its right to reject the Software if timely correction is not forthcoming.

10. GENERAL WARRANTY

Supplier warrants and represents to VITA the Software described in Exhibit A as follows:

A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Supplier has the right to provide the Services without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

1. Software and Documentation

Supplier warrants the following with respect to the Software:

- i). If the Software is pursuant to a particular Request for Proposal ("RFP"), such Software shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;
- ii). If such license granted is pursuant to a particular RFP and such RFP specified the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform well with such hardware equipment;
- iii). The Software provided hereunder is at the current release level;
- iv). No corrections, work-arounds or future Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- v). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand fully the Software without reference to any other materials or information.

2. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, computer programs, software, and Services furnished under this Contract;
- ii). If the Services are pursuant to a particular Request for Proposal, such Services and Deliverables shall be fit for the particular purposes specified by Authorized User and Supplier is possessed of superior knowledge with respect to the Services and is aware that Authorized User is relying on Supplier's skill and judgment in providing the Services;
- iii). The Services shall meet or exceed the Requirements;
- iv). The Services shall be performed in a professional manner;
- v). Supplier warrants that the documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand fully the Software or other deliverables without reference to any other materials or information.

B. Limited Warranty

During the Warranty Period, Supplier warrants that the Software shall not contain any material errors and shall function properly and in conformity with the Requirements. Supplier shall correct all errors that result in a failure of the Software to function as specified in Supplier's Proposal that are identified during the Warranty Period at no additional cost to any Authorized User.

C. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User; and the Software does not contain any embedded device or code (e.g., time

bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

D. Open Source

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code or code dependent on Open Source code, provided by Supplier under this contract.

E. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could threaten performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

F. Supplier's Past Experience

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

11. WARRANTY SERVICES

At any time during the Warranty Period, Supplier shall provide the following warranty services (including unlimited telephonic support) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:

A. Known Defects

Promptly notify all Authorized Users of any Serious Defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User, correct any such Serious defects or malfunctions or provide a work around until corrected, within thirty (30) days of knowledge of such defect or malfunction and subsequently provide all Authorized Users with corrected copies of same. A Serious Defect is one which prevents the Software from being used, or disrupts functionality of Authorized User's system to the extent that it cannot be used. A security breach is also considered a Serious Defect if it can be determined that the security breach occurred because of a defect in the software. Supplier will use all commercially reasonable efforts to provide a solution as soon as reasonably possible. The solution may consist of a patch or work-around delivered to the Authorized User, with a permanent solution to be incorporated in the first subsequent release of the Software.

B. New Releases

Provide to all Authorized Users at a time mutually agreed upon by the Parties versions of the Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the Software made by Supplier, including, without limitation, modifications to the Software which can increase the speed, efficiency or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software.

C. Coverage

Provide telephone "Help Desk Support" to assist Authorized Users in use of the software between the hours of 6:00 a.m. and 10:00 p.m., Mountain Time.

Provide after-hours [pager] Help Desk Support solely to assist Authorized Users with respect to problems designated as "Priority 1" hereunder between the hours of 10:01 p.m. and 5:59 a.m., Mountain Time

Supplier will also provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software.

D. Service Levels

Respond to problems with the Software identified by an Authorized User as defined in the Problem Reporting section herein. Resolve all problems according to the following:

- i). Priority 1 (system down) within six (6) hours of the problem report as defined in the Problem Reporting section herein.
- ii). Priority 2 (certain processing interrupted or malfunctioning but system able to process) within twenty four (24) hours of the Authorized User reporting the problem as defined in the Problem Reporting section herein.
- iii). Priority 3 (minor intermittent malfunctioning, system able to process data) within seven (7) days.

Supplier resolutions may consist of one or a combination of: a "patch"; a practical circumvention or work-around; a current release of the Technology in which the problem has been corrected; and/or a solution incorporated in the next public release of the Technology.

The level of severity (e.g., 1, 2, 3), shall be defined by mutual agreement of the Parties. When required, Authorized User will provide the Supplier with a secure connection so that problems may be corrected remotely. The Supplier is responsible for obtaining any necessary equipment required at the Supplier's site to enable the remote connection from its location. The Authorized User is responsible for obtaining any necessary equipment required at the Authorized User's site to enable the remote connection from its location.

E. Problem Reporting

Authorized User shall report Priority 1, 2, and 3 problems in accordance with the following procedures:

Authorized User must verify the problem and report the supplier all information needed regarding the problem.

All problems for which Authorized User requires correction are to be reported by Authorized User to Supplier by email or in writing, including:

- a) Description of the environment and stimuli that caused the problem;
- b) Description of the unexpected behavior;
- c) Authorized User assessment of problem severity;
- d) Specification of the Software involved, including version;
- e) Copies of error logs, traces and other pertinent information such as configuration or provisioning files; and
- f) Any special circumstances surrounding the problem that may reasonably be related to the problem.

Supplier will confirm receipt of problems reported between the hours of 8:00 a.m. and 6:00 p.m. Mountain Time within one hour, and will confirm receipt of Serious Defects reported between the hours of 6:01 p.m. and 7:59 a.m. Mountain Time within two hours. Supplier will provide an initial analysis of the problem and possible cause, or will identify further information needed from Authorized User.

F. Software Evolution

Should Supplier merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

G. Escalation Procedures

Authorized User shall report problems in accordance with the following procedures:

1. Authorized User must verify that the problem is reproducible and report to Supplier all information needed to reproduce the problem.
2. All problems for which Authorized User requires correction are to be reported by Authorized User to Supplier in writing, including:

- g) Description of the environment and stimuli that caused the problem;
- h) Description of the unexpected behavior;
- i) Licensee assessment of problem severity;
- j) Specification of the Technology involved, including version;
- k) Copies of error logs, traces and other pertinent information such as configuration or provisioning files; and
- l) Any special circumstances surrounding the problem that may reasonably be related to the problem.

Supplier will confirm receipt of problems reported between the hours of 8:00 a.m. and 6:00 p.m. within one hour, and will confirm receipt of Critical problems reported between the hours of 6:01 p.m. and 7:59 a.m. within two hours. Supplier (as described below) will provide an initial analysis of the problem and possible cause, or will identify further information needed from Authorized User. Supplier will confirm the severity classification reported by Authorized User, or will request the reported severity to be re-classified by mutual agreement.

Problems formally submitted for correction will be classified by mutual agreement between Supplier and Authorized User as Critical, Serious, or Minor in accordance with the following guidelines:

- A. **Critical:** The problem prevents the Technology from being used at all, or disrupts functionality of Authorized User's system to the extent that it cannot be used.
- B. **Serious:** The problem affects specific important function(s) of the Technology such that the function(s) do not conform to Specifications, although other functions remain unaffected.
- C. **Minor:** The problem causes the Technology to deviate from the Specifications, but has no significant effect on the functionality of the Technology or usability of Licensee's system.

Supplier will supply corrections for formally reported problems according to problem severity. Supplier corrections may consist of one or a combination of: a "patch"; a practical circumvention or work-around; a current release of the Technology in which the problem has been corrected; and/or a solution incorporated in the next public release of the Technology. Supplier's effort applied to the problem and options for the type of correction depend upon the mutually agreed problem severity classification:

- A. **Critical problems:** Supplier will apply constant effort during its support hours to deliver a practical patch or work-around solution to Licensee as soon as practicable. A permanent solution will be incorporated in the next release.

- B. **Serious problems:** Supplier will use commercially reasonable efforts to provide a solution as soon as reasonably possible. The solution may consist of a patch or work-around delivered to Licensee, with a permanent solution to be incorporated in the next release.
- C. **Minor problems:** Supplier will provide a solution as soon as practicable in a future release of code.

12. SOFTWARE SUPPORT SERVICES AND RENEWAL OPTIONS

After expiration of the Warranty Period, Supplier shall provide Software support services ("Support Services") no less than the Warranty Services, including new releases, updates and upgrades for an annual fee not to exceed 20% of the license fee paid by any Authorized User for then current installed base, renewable annually at such Authorized User's option for a period of four (4) years. Thereafter, any increase in the fee to renew Support Services shall not to exceed the rate charged for the preceding year's Support Services by more than 3%. Supplier warrants that it shall make Support Services available for all the Software products listed in Exhibit B for a period of at least five (5) years from the Effective Date of this Contract. Any Authorized User, at its sole option, may acquire Support Services. Cancellation of Support Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

13. ESCROW AGREEMENT

Supplier shall maintain copies of the Software source code and related technical and user Documentation, in English, in escrow account for the term of this Contract, and shall maintain with escrow agent the executed agreement which shall be attached hereto as Exhibit C (Escrow Agreement). **Supplier shall deliver to VITA, within thirty (30) days of the Effective Date of this Contract, a copy of the executed Escrow Agreement naming VITA as a third party beneficiary. Failure to deliver such executed Escrow Agreement within such thirty (30) day period shall constitute material breach of the Contract by Supplier.** Supplier agrees to notify VITA in writing not less than 30 calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of VITA are specifically identified and listed in the Escrow Agreement and include the most current version used by VITA or any Authorized User of:

- i). the source code for the Software
- ii). all Documentation related thereto as well as all necessary and available information, proprietary information in English, and
- iii). technical Documentation in English which shall enable VITA or any Authorized User to create, maintain and/or enhance the Software without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), proprietary or third party system utilities (compiler and assembler descriptions), description of the system/program generation, and descriptions of any Supplier tools required to provide VITA or any Authorized User to continue to use the Software.

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items in the Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of 60 days, Supplier's default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Pursuant to the terms of the Escrow Agreement, which will be an agreement supplementary hereto, Supplier hereby grants to VITA a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed hereunder, along with all related documentation.

Licensee shall at all times maintain the confidentiality of the Escrow Materials and shall be liable for any breach of confidentiality for which Licensee is responsible. Upon release of the Software to Licensee, Licensee shall use the Software only for the purposes authorized by the Service Level Agreement and for no further purpose. Licensee further agrees that the Software is confidential information, and the Licensee shall not disclose such confidential information to any person or entity. The release of the Software to the Licensee will not act as an assignment of any intellectual property rights that the Owner possesses in the Software.

14. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA pursuant to this Contract are comparable to the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier.

15. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

16. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Authorized User's Indemnified Parties to the extent such Claims in any way

relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Software or the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or Services, or any component thereof; or (b) replace or modify such infringing Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Software or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, RTP'S AGGREGATE LIABILITY FOR CLAIMS RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT, OR UNDER ANY OTHER LEGAL THEORY, IS LIMITED TO THE LICENSE FEES PAID HEREUNDER BY LICENSEE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM(S).

17. LIQUATED DAMAGES

Supplier agrees that if the General Admissions Ticketing portion (online and Visitor Services) module is not installed and operating at manufacturer's specifications by the date specified in the Statement of Work, Supplier will pay \$400.00 per day until the software is installed and operating at the manufactures specifications.

Supplier agrees that if the Scheduling and Group Reservations module is not installed and operating at manufacturer's specifications by the date specified in the Statement of Work, Supplier will pay \$1050.00 per day until the software is installed and operating at the manufactures specifications.

It is agreed that liquated damages will not exceed 30 days total for both areas (General Admissions Ticketing and Scheduling and Group Reservations).

Supplier's performance obligations under this clause shall be subject to the performance by VITA in a timely manner of its obligations which would impact Suppliers ability to perform the applicable

obligations, solely, however, to the extent of any such direct impact, and provided that Supplier shall have given prompt notice to VITA of any perceived delay or non-performance by VITA.

18. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of VITA's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by VITA and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold VITA, its officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

19. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

20. GENERAL

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind, to commit VITA to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, including the contractual claims provision §2.2-4363 of the Code of Virginia: http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf

C. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

D. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from which the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section.

E. Advertising and Use of Proprietary Marks

Supplier shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

F. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

G. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

H. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, without the written consent of Supplier to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be 30 days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

I. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

J. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

K. Survival

The provisions of this Contract regarding Software License, Rights To Work Products, Warranty, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

L. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

N. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of an Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be liable for 50% of the employee's annual salary in effect at the time of termination.

O. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Software Functional Requirements Proposal Document
- ii). Exhibit B Software Product List, Software License Fee, Service Charges, Maintenance Fees, and Payment Schedule
- iii). Exhibit C Escrow Agreement
- iv). Exhibit D Statement of Work (SOW)
- v). Exhibit E Ticketing Submittal Pricing Sheet, tab "Price List ", (not only provide pricing for software, but also provide the cost per day for a qualified instructor to conduct training at the JYF facility.)

This Contract, its Exhibits, and if any prior NDA, constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: Contract, Exhibit D, Exhibit A, Exhibit B, Exhibit E and Exhibit C.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier

By: [Signature]
(Signature)

Name: Jeff DiFranco
(Print)

Title, Its: CFO

Date: 5-8-06

VITA

By: [Signature]
(Signature)

Name: Philip L. Pippert
(Print)

Title, Its: ASSOC. DIRECTOR

Date: 5/10/06

Address for Notice:

RTP, LLC
37347 Highway 6, Suite 110
Avon, Colorado 81620
Attention: Jeff DiFranco, CFO

Address for Notice:

110 S. 7th Street
Richmond VA 23215
Attention: Contract Administrator

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HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and RTP, LLC. ("Supplier") to be effective as of May 8, 2006 ("Effective Date"). VITA and Supplier are referred to herein individually as "Party" and collectively as the "Parties."

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to sell certain Product, and to provide various Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery to the designated ship to location (Receipt), as specified in the applicable order.

B. Authorized User

All Public Bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

C. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

D. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product Manufacturer.

E. Product

Hardware, peripherals, and any other equipment, including the Operating System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit F provided pursuant to this Contract.

F. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct ship to location.

G. Requirements

The functional, performance, operational, compatibility and other parameters and characteristics of the Product described in the applicable documentation, Supplier's Proposal and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties. [Note: In case of conflict, see the Entire Contract clause for order of precedence.]

H. Service

Any Product related services provided by the Supplier under this Contract, including certain maintenance services for the Product in accordance with the terms of the Manufacturer's Warranty.

I. System Software

The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

J. Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Products and/or Services under this Contract.

K. Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit F.

L. Manufacturer

The producer of the Product. In all cases the Supplier is not the Manufacturer.

M. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

N. Warranty Period

Is defined by the Manufacturer, and will be made known to VITA prior to the purchase of each Product under this Agreement.

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of one (1) year. This Contract may be extended for up to four (4) additional one (1) year periods after the expiration of the initial one (1) year period. VITA will issue a written notification to the Supplier stating the extension period, 30 days prior to the expiration of any current term. Warranty on any Product ordered during the term of the Contract and Parts and Maintenance Support as described in the Warranty And Remedy Section (6) of this Contract may be extended beyond the term of this Contract if such service is available from the Manufacturer, at the price and under the terms and conditions offered at such time by the Manufacturer.

VITA may terminate this Contract, in whole or in part, upon not less than (30) days prior written notice at any time for any reason. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Product delivered by Supplier prior to the termination date.

4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE

A. Orders

Notwithstanding all Authorized User's rights to purchase Supplier's products under this Contract, an Authorized User is under no obligation to purchase from Supplier any of Supplier's products. This Contract is non-exclusive and all Authorized Users may, at their sole discretion, purchase, license, or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA.

All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Any order/payment transaction processed through the Commonwealth of Virginia's contract with GE MasterCard. Each order must not exceed \$5,000, or the then-current charge card limit.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the products available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the first unit of each product type.

B. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address as specified in the applicable order. For orders for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Receipt by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title of Products supplied under this Agreement shall pass upon payment by Authorized User.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

C. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the effective date of this Contract.

In the event the Supplier fails for any reason to deliver within (30) days of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of such breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the items from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the Parties agree that the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach.

D. Purchase Price and Price Protection

Exhibit F sets forth the prices by Product type (including whole units and repairable major components thereof) and for warranty services and the appropriate Commonwealth discounts valid for 30 days from the date of this Agreement. VITA recognizes that Supplier cannot control Manufacturers cost of materials, production or services, and that each subsequent Order of Product under this Agreement will be quoted at the then prevailing market price. Each quote will be valid for 30 days. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

E. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract. Vendor does not have to accept an order for which the funds have not been approved. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information.

In the event Product is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. All payment terms are net 30 days after Acceptance.

F. Invoice Procedure

Supplier shall remit each invoice to the bill-to address provided with the order promptly after Products have been delivered in whole or in part for the Products delivered. Services fees and expenses shall be invoiced, due and payable on a monthly basis and maintenance fees shall be invoiced, due and payable in advance on an annual basis unless otherwise stated herein. No invoice shall include any costs other than those identified in Exhibit F or the executed order referencing this Contract. Without limiting the foregoing, all shipping costs are the VITA's responsibility. Invoices issued by the Supplier shall identify at a minimum:

- i) Product type and description
- ii) Quantity, charge and extended pricing for each Software and/or Service item
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (EIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY CITY OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

G. Product Installation

Unless otherwise agreed, Authorized User shall provide the initial installation of all Products. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

H. Product Acceptance Criteria

Product Acceptance shall take the form of successful delivery to the designated ship to location (Receipt), as specified in the applicable order.

I. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Product for re-testing within thirty (30) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; or (ii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming.

J. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA

Coordinator and the VITA Controller (contact information provided below), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information

VITA Controller 110 South 7 th Street, 3 rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7 th Street, 1 st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax) ifacoordinator@vita.virginia.gov
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5. PRODUCT SUPPORT

A. VITA or Third Party Support

1. Documentation and Support Availability

Supplier agrees to provide spare parts and components at fair market value to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product. In no event shall Supplier be responsible for continuing support or maintenance beyond the Warranty period provided by the Manufacturer.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available at fair market value. In addition, Supplier agrees to sell Product, as set forth in Exhibit F attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit F, for the sole purpose of supporting the Authorized User's installed inventory.

6. WARRANTY AND REMEDY

A. Supplier

Supplier shall perform its warranty and maintenance obligations hereunder in accordance with the highest professional duty of care.

B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the ordering Authorized User shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

C. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract that no legal proceedings have been threatened or brought against Supplier that could threaten performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

D. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than 5 years, providing that the Product is supported by the Manufacturer to the extent of this term.

E. Product

Supplier warrants the following with respect to the Product:

- i). If Product is pursuant to a particular Request for Proposal, such Product shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;
- ii). The Product shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product shall be new and in good operating condition and shall have all released engineering changes released to date already installed;
- iv). Each Product delivered hereunder shall function in conformance with the Requirements;
- v). Any engineering changes made to the Product or Operating System Software revisions shall not degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and Supplier's published specifications;
- vi). Upon delivery, all Operating System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
- vii). The Operating System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Operating System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the Operating System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

F. Warranty And Maintenance Services

Supplier shall provide unlimited telephonic support during the Manufacturers Warranty Period without additional charge to maintain the Product in accordance with the Requirements.

1. Product Covered

Exhibit F lists all Product types covered under warranty. No Authorized User is obligated to continue warranty on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

2. Preventive Maintenance

Authorized User acknowledges that there are no Preventive Maintenance requirements associated with this Agreement.

3. Remedial Maintenance

Authorized User acknowledges that there are no Remedial Maintenance requirements associated with this Agreement.

4. Replacement Parts

Supplier may install or replace parts and components as it determines necessary to ensure hardware operation during the Manufacturers Warranty period. Such parts and components used for replacement ("Replacement Parts") may be new or certifiable as new, provided Supplier shall use only new Replacement Parts or Replacement Parts of equal quality and functionality. Any replacement hardware shall become the sole property of such Authorized User and any defective hardware shall become the sole property of Supplier. Supplier shall be solely responsible for all shipping costs.

5. Notification and Correction of Defects

Supplier shall promptly notify all Authorized Users of any defects or malfunctions in the Product or documentation of which it learns from any source, correct any such defects or malfunctions or provide a workaround until corrected within five (5) business days of knowledge of such defect or malfunction and provide all Authorized Users with corrections of same, at no additional cost.

6. Operating System Software Warranty

Authorized User acknowledges that there are no Operating System Software Warranty requirements associated with this Agreement.

7. Response Time

Supplier agrees to provide a Response Time in accordance with the warranty level specified in each executed order from an Authorized User. Supplier shall be deemed to have received an Authorized User's request for warranty services when Authorized User advises Supplier of its need via e-mail, web form submission, printer message or telephone call.

8. Escalation Procedures

Authorized User shall report problems in accordance with the following procedures:

1. Authorized User must verify that the problem is reproducible and report to Supplier all information needed to reproduce the problem.
2. All problems for which Authorized User requires correction are to be reported by Authorized User to Supplier in writing, including:
 - i. Description of the environment and stimuli that caused the problem;
 - ii. Description of the unexpected behavior;
 - iii. Authorized User assessment of problem severity;
 - iv. Specification of the Product involved, including version;
 - v. Copies of error logs, traces and other pertinent information such as configuration or provisioning files; and
 - vi. Any special circumstances surrounding the problem that may reasonably be related to the problem.

Supplier will confirm receipt of problems reported between the hours of 8:00 a.m. and 6:00 p.m. Mountain Standard Time within one hour, and will confirm receipt of problems reported between the hours of 6:01 p.m. and 7:59 a.m. within two hours. Supplier will provide an initial analysis of the problem and possible cause, or will identify further information needed from Authorized User. For each problem reported, Supplier will assist the Authorized User in making any appropriate claim under Manufacturer's Warranty. Supplier will use all commercially reasonable efforts to ensure that the Manufacturer performs its obligations under the Manufacturer's Warranty during the Warranty Period.

9. Service Out-of-Scope

Authorized User acknowledges that Supplier is not responsible to provide Service Out-of-Scope, described as a request for maintenance service which is outside the scope of the

warranty services ("Service Out-of-Scope"), including, but not limited to: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices by Authorized User, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract.

10. Dispatch Procedures and Product Service Record

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

11. Product Maintenance Services and Renewal Options

Supplier shall notify Authorized User sixty (60) days prior to expiration of the Warranty Period for each Product. Any Authorized User, at its sole option, may acquire Product Maintenance Services from the Manufacturer.

THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities management services for the benefit of such Authorized User. For Products to which an Authorized User takes title under the terms of this Contract, there are no restrictions on such Authorized User's subsequent resale or distribution thereof.

8. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA pursuant to this Contract are comparable to the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier.

9. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

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- iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
 - iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

10. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Authorized User's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Product or Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, RTP'S AGGREGATE LIABILITY FOR CLAIMS RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT, OR UNDER ANY OTHER LEGAL THEORY, IS LIMITED TO THE LICENSE FEES PAID HEREUNDER BY LICENSEE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM(S).

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

11. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of VITA's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by VITA and further agrees to

comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold VITA, its officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

12. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

13. GENERAL

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind or to commit VITA to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference: http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf. The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.

C. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

D. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in

the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

E. Advertising and Use of Proprietary Marks

Supplier shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of Such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

F. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

G. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

H. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be 30 days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

I. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

J. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

K. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

L. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, the Parties reserve any and all other remedies that may be available at law or in equity.

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i) Three (3) years from Service performance date;
- ii) Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii) Excludes access to Supplier cost information.

O. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of VITA who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for 50% of the employee's annual salary in effect at the time of termination.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit F Request for Proposal and Supplier's Proposal

This Contract, its Exhibits, and any prior nondisclosure agreement constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: the *Contract*, Exhibit F.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier

By: JEFF D. FRANCO

(Signature)

Name: JEFF D. FRANCO

(Print)

Its: CFO

Date: 5-8-06

VITA

By: Philip L. Pippet

(Signature)

Name: PHILIP L. PIPPERT

(Print)

Its: ASSOC. DIRECTOR

Date: 5-10-06

Address for Notice:

RTP, LLC
37347 HIGHWAY 6, SUITE 110
AVON, COLORADO 81620

Attention: JEFF D. FRANCO, CFO

Address for Notice:

110 S. 7TH STREET
RICHMOND VA 23215

Attention: Contract Administrator

SOFTWARE ESCROW AGREEMENT

This SOFTWARE ESCROW AGREEMENT ("Escrow Agreement") is entered into and effective as of this 10 day of June, 2006, between RTP, LLC, the owner of certain Software ("Owner"), and Bradley Helm, Attorney at Law ("Escrow Agent") for the benefit of the Virginia Information Technologies Agency (VITA), a licensee of the aforementioned Software ("Licensee"), with reference to the following facts:

- A. Licensee has entered into a Software Development And License Contract, a copy of which is attached hereto as Exhibit A and the terms of which are made a part hereof, whereby Licensee, and any ordering Authorized User as that term is defined therein, has the right to use Owner's computer programs identified therein ("Software").
- B. Licensee has entered into a Software Development And License Contract, a copy of which is attached hereto as Exhibit A and the terms of which are made a part hereof, whereby Owner will support Licensee, and any ordering Authorized User as that term is defined therein, in the use of Owner's Software (hereinafter "Software Maintenance").
- C. The uninterrupted availability of the Software is critical to Licensee and any ordering Authorized User in the conduct of their business or the business of the Commonwealth of Virginia.
- D. As a consequence of the foregoing, Owner has agreed to enter into this Escrow Agreement to provide for the availability of the source code, as well as any corrections, changes, modifications and enhancements to such source code, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, based upon the premises and respective promises and obligations contained herein, the parties agree as follows:

1. Deposits in Escrow

Within ten (10) days of the execution of this Agreement, Owner will deposit with Escrow Agent the following (hereafter referred to as "Escrow Materials"):

- A. Source code for all Software, including all relevant commentary, explanations and other documentation,
- B. All revisions to the Software source code encompassing all corrections, changes, modifications and enhancements made to the Software.

Within ten (10) days after such deposit with Escrow Agent, Escrow Agent shall give written notice of deposit to Licensee.

Within thirty (30) days after the Owner has released a major revision or upgrade of the Software covered by the Software Development and License Contract, Owner shall deliver the revision or upgrade to the Escrow Agent. Escrow Agent shall notify Licensee of the substitution or replacement of the Escrow Materials within ten (10) days after such deposit by Owner. Escrow Agent shall not destroy or otherwise disregard prior existing versions of the Escrow Materials.

2. Term

This Escrow Agreement shall remain in effect during the term of the Software Development And License Contract attached as Exhibit A, and the license granted therein. The Escrow Agreement, however, shall terminate automatically upon occurrence of any of the following:

- A. Termination due to default by Licensee of the Software Development And License Contract, and the license granted therein; or
- B. Delivery of the Escrow Materials to Licensee in accordance with the provisions herein.

3. Access to Escrow Material

Licensee may only obtain the Escrow Materials upon default by Owner, as defined herein.

4. Testing

Upon thirty (30) days written notice to Owner and Escrow Agent, Licensee may conduct tests of the Escrow Material, under Owner's supervision and at a location other than Licensee's facilities, to confirm the conditions of the Escrow Material. Any costs associated with the testing of the Escrow Material, including expenses incurred by Owner, shall be borne by Licensee. If Licensee finds that the Escrow Materials are deficient, Owner shall have thirty (30) days after receipt of written notice by Licensee in which to cure, or respond to, the alleged deficiency.

5. Default by Owner

A default by Owner shall be deemed to have occurred under this Escrow Agreement upon the occurrence of any of the following:

- A. If Owner has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which Owner is the named debtor; an assignment by Owner for the benefit of its creditors; the appointment of a receiver for Owner; or any other proceeding involving insolvency or the protection of or from creditors, and same has not been discharged or terminated without any prejudice to Licensee's rights or interests under the Software Development And License Contract within thirty (30) days; or
- B. If Owner has ceased its on-going business operations, or the sale, licensing, maintenance or other support of the Software; or
- C. If any other event or circumstance occurs which demonstrates with reasonable certainty the inability of Owner to fulfill its obligations to Licensee under the Software Development And License Contract between Owner and Licensee, including, without limitation, the correction of defects in the Software; or
- D.

Licensee shall give written notice by certified mail to Escrow Agent and Owner of the alleged occurrence of a default hereunder. Unless within fifteen (15) days thereafter Owner files with Escrow Agent and Licensee its affidavit executed by a responsible executive officer refuting each area of claimed default or showing that the default has been cured, then Escrow Agent shall upon the 16th day deliver to Licensee the Escrow Material and all revisions and additions

thereto. If Escrow Agent or Licensee disputes the validity of or the facts set forth in Owner's affidavit, such party shall notify the others in a writing detailing such party's dispute. Within ten (10) days, the Escrow Agent shall determine, in good faith, whether the Escrow Materials should be delivered to Licensee notwithstanding Owner's affidavit.

6. Confidentiality

The Confidentiality clause of the Software Development And License Contract is a Surviving clause, and shall apply to any release of Software under this agreement. In accordance with the Confidentiality and Escrow clauses of the Software Development and License Contract, Licensee shall have the right to distribute the Escrow Materials, as applicable, to any Authorized User, as such term is defined in such Contract, who has licensed Owner's Software through an order pursuant to such Contract.

7. Obligations of Escrow Agent

- A. *Storage.* The Escrow Material shall be placed and maintained in a secured storage space at 953 South Frontage Road West, Suite 223, Vail, Colorado 81657.
- B. *Control.* Control over access to the Escrow Material shall rest with Escrow Agent.
- C. *Delivery.* Escrow Agent shall make delivery of the Escrow Material to the appropriate party or individual in accordance with the provisions of this Escrow Agreement. Should the Escrow Agent resign, or be removed, he/she shall give Owner and Licensee 30 days notice thereof and shall make delivery of the Escrow Material to the new Escrow Agent, as directed in writing by both parties.
- D. *Disclosure.* Except as provided in this Escrow Agreement, Escrow Agent agrees that it shall not disclose or otherwise make available to any third party, or make any use of, the Escrow Materials without Owner's prior written consent.
- E. *Notice.* Escrow Agent shall provide thirty (30) days written notice to Owner and Licensee should Escrow Agent no longer be able to fulfill his/her obligations hereunder.
- F. *Other.* Escrow Agent shall perform all other duties specifically assigned herein.

Should Escrow Agent resign, or refuse or fail to perform his/her obligations, Owner shall name a substitute Escrow Agent within thirty (30) days of such resignation, refusal or failure. Thereafter Owner shall promptly deposit the Escrow Material with the substitute Escrow Agent and an agreement substantially in the form of this Escrow Agreement shall be executed between Owner and Escrow Agent for the benefit of the Licensee.

8. Ownership of Escrow Material

In all events, Owner or its successors or assigns, shall remain the owner of the Escrow Material. Licensee's right to and interest in the Escrow Materials shall be as a licensee only, and shall be subject to the terms and conditions of the Software Development And License Contract, and the license granted therein.

9. Compensation of Escrow Agent

- A. *Initial Fee.* Upon execution of this Escrow Agreement, Owner shall make a payment of

\$250.00 to the Escrow Agent for the first year of escrow service, due and payable at the initial set-up of the Escrow Account.

- B. *Annual Fee.* Thereafter, an annual fee of \$100.00 payable by Owner to Escrow Agent on the anniversary date of each succeeding year for which Licensee seeks to extend this Escrow Agreement. In the event of non-payment of Escrow Agent's fees by Owner, Escrow Agent shall give both parties sixty (60) days notice thereof. If the sixty (60) day notice period elapses without Escrow Agent having received payment from Owner, Escrow Agent shall then have the option, without further notice, to terminate this Escrow Agreement and deliver all Escrow Materials to the Licensee.

10. Indemnification of Escrow Agent

Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transactions between Owner and Licensee other than for the performance of Escrow Agent's obligations with respect to the Escrow Material held by it in accordance with this Agreement. Owner shall indemnify and hold harmless Escrow Agent from any and all liability, damages, costs, or expenses including reasonable attorneys' fees, which may be sustained or incurred by Escrow Agent as a result of the taking of action pursuant to this Agreement.

11. Resolution of Dispute

Any dispute involving Licensee as a party to such dispute shall be resolved in accordance with Licensee's Alternative Dispute Resolution (ADR) procedures or in a circuit court of the Commonwealth of Virginia. Any dispute not involving Licensee as a party to such dispute shall be decided by arbitration in Denver, Colorado in accordance with the rules of the Judicial Arbitrator Group. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. A demand for arbitration hereunder must be served on all parties hereto within ninety (90) days of the date on which the alleged claim accrues. For these purposes, a claim accrues when the party has knowledge of the alleged facts giving rise to the claim, or reasonably should have known of the alleged facts giving rise to the claim. Failure to serve a timely demand hereunder waives the alleged claim. In addition to all available legal and equitable remedies, the arbitrator(s) shall award to the prevailing party its costs and fees, including reasonable attorneys' fees.

12. Notices

All notices required by this Escrow Agreement shall be sufficiently given, and shall be deemed received three (3) days after mailing the same by certified or registered United States mail, return receipt requested, to the parties at their respective addresses, as follows:

Owner: RTP, LLC
37347 Highway 6
Suite 110
Avon, Colorado 81620
Attn: Chief Financial Officer

Licensee:

VITA Headquarters & Operations Center
Richmond Plaza Building
3rd floor
110 South 7th Street
Richmond, Virginia 23219
(804) 371-5000

Escrow Agent: Bradley Helms, Attorney at Law
953 South Frontage Road West, Suite 223
Vail, Colorado 81657


13. Miscellaneous

- A. The rights and obligations hereunder shall inure to the benefit of and become the responsibility of the heirs, successors, and/or assigns of the parties hereto.
- B. This Escrow Agreement and the document marked as Exhibit A hereto constitute the entire understanding of the parties in regard to the subject hereof. This Escrow Agreement may be amended or altered only by an instrument in writing signed by all parties hereto.
- C. This Escrow Agreement and performance under this Agreement shall be governed by the laws of the Commonwealth of Virginia.
- D. If any provision of this Escrow Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- E. Neither Owner nor Licensee may assign, without the prior written consent of the other, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.
- F. The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- G. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall

RTP

AGREED:**OWNER:**
SignatureJeff Difronzo
NameCFO
Title

RTP, LLC
37347 Highway 6, Suite 110
Avon, Colorado 81620-8890

6-8-06
Date**ESCROW AGENT:**
SignatureAlexander A. Preiser
NameAttorney at Law
Title

953 South Frontage Road West
Suite 223
Vail, Colorado 81657

June 7, 2006
Date

PROPOSED SOLUTION

Accounting

No. A	Requirements	A	B
1.	Ticketing/Scheduling tool must be able to produce invoices (i.e., create and generate invoices)	Y	Any ticketing transaction can be billed back to an RTP A/R account. Invoices will be issued from the RTP A/R system. Scheduling payroll is processed based on pay periods configured and maintained in the RTP software package.
2.	Invoice format & text needs to be customizable by the business user (i.e., including booking data like school name, date of visit, booking company name, price per student and overall price, etc.)	Y	Reporting files may be updated by technical user. RTP is accustomed to providing unique invoice formats to each of their customers.
3.	The system facilitates the ability to manage and monitor outstanding receivables.	Y	RTP One software offers an A/R package.
4.	The system needs to allow for invoices to be modified or updated after they have initially been generated.	Y	A user may print an invoice for review and make adjustments prior to the invoice being "posted" (adjustments can be made as needed until post occurs).
5.	Ability to generate lump sum invoices in addition to an invoice based on a cost/student basis (or cost per participant rate)	Y	Lump sum invoices would be set up as Billing Classes in RTP's A/R system. An invoice based on cost/student basis would be handled via a custom reporting calculation.
6.	Invoices need to be created/generated that can be either sent to an individual school or school district's central coordinator (containing multiple schools on one invoice).	Y	Invoices can be created for an individual A/R account (a single school), or by Billing Class (a school district that contains numerous schools).
7.	There needs to be flexibility on noting who the "Bill To" entity is. Invoices need to be able to capture an individual's school's charges, or the invoice needs to contain charges for a group of schools.	Y	The Bill To entity will usually be the unique billing customer, but may also include individuals who inherited and used a Master A/R Account. Billing Classes may also be used to summarize/organize numerous A/R customers onto a single Invoice.
8.	System must provide/capture an audit trail for any adjustments/changes made to invoices (e.g. invoice adjustments are captured, when occurred, by whom, etc.).	Y	RTP's A/R Tools will track the last user ID to make a change to an Invoice. Changes made are not made readily available to the user, although a notes field on the Invoice may be utilized.

9.	The system should be able to record deposit amounts and then generate invoices based on remaining balance.	Y	A credit memo may be applied to an A/R customer's account, which acts like a deposit. An invoice can be generated to account for spending above and beyond a deposit on account. RTP's Order Processing mechanism can also calculate deposits by order/by customer.
10.	Need ability to adjust invoice amounts prior to generation	Y	Users with appropriate security in RTP's A/R system will be able to make appropriate adjustments to invoices.
11.	Process, generate and track refunds (i.e., visitor overpayment)	Y	Credit Memos can be used to track refunds or overpayment in the A/R system. RTP's Order Processing can also track over-paid Deposits down to the customer and unique order level.
12.	Invoices can be e-mailed (or faxed) directly out of the application.	Y	Reports may be emailed directly out of the RTP One application. Faxing a report cannot occur directly from the application.
13.	Ability to load G/L account codes in ticketing system such that tickets can be associated to the G/L	Y	All products created in RTP software have earned and unearned accounting segments associated to them.
14.	Want ability to batch journal entries (summary and detail of transaction to facilitate Journal Entries).	Y	RTP offers the CAS Tool (Central Audit System) for accountants to make adjustments after the fact. CAS adjustment reports are available in order to track who is making changes and when.
15.	System must support the ability to defer revenues when programs/tickets are pre-paid.	Y	RTP software automatically defers revenue to an unearned account for products that are pre-paid and pre-printed for a future date. Order Processing allows for pre-payment to be turned into a Deposit, which will be deferred revenue until the Deposit is used to fulfill the actual ticket products at a later date (usually the day before the group arrives, or the day of their visit).
16.	Ability to search for customers by name, customer number, or phone; then access the account.	Y	RTP software allows users to search by any one of the following: name, customer number, phone number, credit card number, order ID (if applicable), alternate ID (user defined), customer type, etc.
17.	It should be possible to "tag" a customer as a questionable (or troubled) account and provide notification to Visitor Services and/or Reservations upon them identifying the	N	Each customer record in RTP software has a historical Comment Profile, where questionable or troubled account information may be detailed. However, comments

	customer in the system.		will not provide instant user notification of a problem with a specific customer record.
18.	Adjustments made to the invoice side, concerning the adjustment of visitor/student counts, would be updated throughout the system. Changes to the invoice would roll forward such that ticketing and reservation information is kept accurate and updated.	Y	RTP's system is an integrated solution, so changes made to customers and their accounts is made available to appropriate users based on security.
19.	Ability to export invoice data in multiple formats so that it can be imported into JYF's Accounts Receivable module. In column "B" please list all format types that data can be exported to. (.csv, .txt, .xml, etc.)	Y	Export options from a RTP generated report are: HTML w/ Office Web Components, Excel, Web archive, PDF, TIFF, CSV (comma delimited) and XML file w/ report data.

A. Admissions and Sales

No. B	Requirements	A	B
1.	<p>Define (create), modify and delete (or inactivate) different types of tickets (including associated pricing)</p> <ul style="list-style-type: none"> - Individual tickets (1 day and 1 location) to different versions of combination packages (multiple locations on multiple days). - Maintain, modify, delete, and add ticket (programs) types and associated pricing data (including Retail, Discounts, Combos, & Add-On's). 	Y	<p>RTP's Admin Tool provides users with the flexibility to price products by date range or pre-defined pricing seasons.</p> <p>Products can be inactivated at any given time, based on operational need.</p>
2.	System should be capable of printing out different "style" tickets on-site from available JYF printers (basic, timed tickets for movies, access to different locations, etc.). Need the ability to change ticket "content" or wording as well as use different ticket materials and sizes.	Y	<p>RTP supports multiple ticket printers at any given workstation. Each product may sent an output request to a different printer from the same transaction.</p> <p>RTP has its own Media Designer tool which allows users to create and maintain their own print routines as it relates to their operational needs or requirements.</p>
3.	<p>Add, modify and delete (in-activate) price lists and individual items of the price list. If price list deleted or in-activated, historical data is not affected.</p> <p>Support discount and tiered ticket pricing (retail, group price, tour price, etc.)</p>	Y	<p>Pricing Seasons within RTP can be deactivated, and not affect historical reporting on products.</p> <p>Discounts are flat or percentage based.</p> <p>Pricing by Sales Channel would meet the tiered pricing requirement.</p>

4.	Produce tickets with unique ticket numbers.	Y	Each ticket will be assigned a unique access code (barcode).
5.	Be able to assign blocks of tickets (ticket numbers) to a particular customer account, channel (internet) or venue/location.	N	The concept of channel inventory is currently being estimated by RTP's development staff for a future project, but will not be completed by May 31, 2006.
6.	Ability to designate tickets as active or inactive (inactive means the ticket is no longer valid and cannot be used); should also be able to re-instate (or re-activate) a ticket.	Y	RTP uses the term 'Hotlist' to deactivate tickets. Removing the Hotlist from a ticket will re-instate or re-activate it.
7.	The system should allow tickets to be read multiple times and at multiple locations (e.g., Flex Vacation ticket Busch Gardens, Colonial Williamsburg and JYF) over the course of several days, usually 3 to 4 days, until expiration date.	Y	RTP can configure access codes to behave in a number of different ways. Multi-day usage, number of days vs. uses, multi location recognition, custom expiration dates by product are all supported by RTP-produced access codes.
8.	The system should allow for visitor re-entry (leave and gain re-admittance without a new ticket) while ticket is still valid. Note: Visitor should only be counted once when they initially arrive at the venue; all subsequent re-entries to the same venue should not lead to the visitor being double counted.	Y	Many different Access Rules may be defined in the system. A rule that is valid for a whole day is the most commonly used. That is, the ticket only counts 1 admission, but will scan good an unlimited number of times on the day of validity.
9.	It must be possible to associate an expiration date to the various ticket types.	Y	Each printed ticket will receive a default expiration date that is pre-determined within administration. Expiration dates are either a hard date, or calculated number of days based on the product date (i.e. printed today and expiring 4 days later).
10.	The system should be able to print receipts and/or tickets (individual and/or together).	Y	RTP software can produce tickets and receipts with any transaction. Receipts can be configured by workstation to print a certain quantity, or not print at all. Ticket output can be deferred as well (Order Processing), or "loaded" onto a customer's piece of permanent bar-coded media.
11.	The information and content printed on receipts needs to be flexible – JYF users should be able to define the receipt content customizable by the user	Y	The Media Designer tool allows RTP customers to design their own receipts layouts, and deliver those receipt templates to a workstation of their choice (via administration).
12.	System should allow for tickets/receipts to be re-printed if needed (i.e., if the printer jams, etc.). Reprinted tickets	Y	Receipts may be reprinted, passes maybe "reissued" (which automatically invalidates prior card),

	should be easily identifiable (i.e., with the words "RE-PRINT" on the tickets).		and tickets may be "invalidated" and replaced in a separate transaction. It is not currently possible to automatically make a replacement ticket print "RePrint" on it, but that may be manually added. With the existing invalidate and reissue process, printing "RePrint" does not add any value, so we would like to demonstrate the existing functionality, and address this process if existing functionality is insufficient.
13.	<p>The system needs to support timed ticketing for both entry and specific events.</p> <ul style="list-style-type: none"> - to visit on-site at a pre-defined time - to attend a specific event - to view a movie <p>Timed ticketing – Establish an inventory of tickets for multiple venues and for a particular time and then draw down number of available tickets for that particular time (e.g. 100 tickets can be sold at 1:00 pm, 1:15pm, 1:30pm, etc.; as tickets are sold for a particular time, the available number of tickets for that time is decreased, such that no more than 100 tickets is sold at any one particular time frame.) Timed tickets should be issued at visitor services online, or through kiosks.</p>	Y	RTP's Activity Management will allow users to limit the number of products available for sale based on time increments throughout the day. The time and description of the Activity can be printed on a ticket, if desired. Inventory Pools can also be implemented to limit the number of products available for a specific daily event. The products can be purchased from any RTP terminal, online or through kiosks.
14.	<p>The system should support internet sales (general admission and self guided tours) where users can pick times and events/packages to purchase. System should also capture information like # of visitors, discounts, contact information, etc.</p> <ul style="list-style-type: none"> - Redeem on-line purchased tickets while at JYF (purchase remotely and print out/collect upon arrival) - Confirmation or reservation records can be printed out at home and then scanned on-site to be activated <p>Similar to a hotel reservation, a reservation record (confirmation number) should be created so that the transaction can be tracked, and if needed, accessed upon arrival. Use reservation number or credit card to access the particular transaction and then be able to print the ticket(s) for access including time based</p>	N	Kiosk and Internet Sales are currently supported. Requirements for Kiosk Fulfillment are currently being reviewed by RTP Development resources. Reports can be emailed directly to a customer from the application, but Confirmation Letters currently cannot. This feature is currently being researched by RTP sales and development.

	admission tickets.		
15.	It should be possible to customize the content and format of the information (or verbiage) displayed on the internet sales site.	Y	RTP provides its website customers with a Content Management Tool that allows customization of graphics and text. Additional information about RTP Internet Solutions is included as Attachment 1, if a fully integrated web development and management solution is desired beyond the e-commerce functionality.
16.	The system should support the use of Kiosks where visitors can purchase tickets/package they desire and have the tickets printed out (i.e., self service). Kiosk sales should produce a unique record locator for the transaction. Kiosks should also be able to perform redemptions of consignment and activation of advance purchase tickets.	N	While kiosk sales are currently supported, kiosk fulfillment is not at this time. Requirements are currently being reviewed with RTP development, and functionality should be ready for delivery by Spring of 2006.
17.	Kiosks should also be capable of used to redeem consignment and activate advance purchase tickets.	N	Kiosk fulfillment is currently being developed.
18.	It should be possible to customize the content and format of the information (or verbiage) displayed on the Kiosk screen.	Y	Customers have the ability to add custom graphics to the look and feel of their kiosk screen.
19.	The system should be able to support multiple transactions for the same customer for either on-line sales or through the Kiosk. System should display all pending transactions or upcoming transactions allow the customer to pick, choose or delete a transaction.	N	Kiosk fulfillment is currently being developed.
20.	<p>System must support the use of bar coding - create and read bar coded tickets and ID Cards. System should be able to read multiple bar codes types (from Colonial Williamsburg or Busch Gardens).</p> <ul style="list-style-type: none"> - individual tickets - advanced purchase tickets/consignment tickets - package tickets (partner bar codes) 	Y	<p>RTP's barcode format allows users to configure products to be valid at multiple locations for multiple days (if necessary). A barcode scan could also initiate a revenue generating event within the system.</p> <p>RTP software can encode magstripes on ID cards that may be used for identification purposes (discount validation, etc).</p>

	<p>- combination tickets</p> <p>NOTE 1: This will aid in cross-selling opportunities with Busch Gardens and Colonial Williamsburg.</p> <p>NOTE 2: Magnetic stripes could also work in place of bar codes.</p>		
21.	Support the use of photo ID systems (printing photo badges/tickets for visitors and employees). Each badge has a unique name to the transaction although a family may have purchased tickets together. For example, the Smith family is composed of 4 members: Jim, Sally, Mark and Alice. All 4 tickets are paid for by one credit card transaction, but each individual receives a badge with their first and last name on it.	Y	Photo ID generation to unique customers is a standard feature of RTP software.
22.	System should support the association of a particular price category to a particular customer profile. Once a customer has been identified, the discounted rates appropriate for them not the normal rates are displayed.	N	Customer pricing profiles are not available today. RTP software does offer unlimited use of Sales Channels which allow a product to be priced by unique channel.
23.	Customers/agencies can access ticket/package prices with their appropriate discounts on-line; access would be password protected or the like.	N	RTP does not support special online products or pricing by login/password at this time.
24.	Support the use of touch screen monitors	Y	RTP software supports the use of touch screen monitors, and the use of RTP's Client Studio application allows customers to create and maintain their own touch screen layouts.
25.	Ability to handle multiple credit/bank/debit cards (AmEx, Visa, Discover, MasterCard, etc.)	Y	RTP has an integrated credit card solution.
26.	Ticketing system must integrate with credit card processing terminal. System should support internet based credit card transaction processing rather than dial-up.	Y	Credit card processing is internet based, and back up options can be set for dial up.
27.	The system should support payment processing reconciliation. The system should provide the ability to reconcile the amounts processed by the bank card system verses the Ticketing system.	Y	Credit reconciliation reports are standard within the RTP software solution.
28.	System should have the ability to process credit card transactions both through "swiping" (the credit card processing terminal) and "manually"	Y	Swipe and manual credit card transactions are supported.

	(manually entering credit card numbers, expiration date, etc.)		
29.	Groups checking in are associated with their reservation.	Y	A 'group' customer record is a standard type in RTP software. A group may own an order with any number of products associated to the group, or its individual members.
30.	Ability to update and modify group visitor counts in a group's reservation. - Reservations are initially taken with an estimated number of participants expected. The system needs to allow for the number of attendees to be updated on actual counts. -Ability to update volume numbers (i.e., # of visitors) at the time of check-in and have that volume number become the basis for the actual visitors and the corresponding invoice.	Y	RTP Order Processing allows for easy adjustments to the quantity of products prior to the visit, or on the day of. Changes are reflected immediately, and would need to be transacted accordingly (additional charge or credit back to group).
31.	Ability to cancel out a transaction (advanced purchase, walk up, etc.). Visitor Services should be able to refund credit card transactions at the point of sale.	Y	Returns and refunds may be processed from any RTP pos/workstation, and a credit card may be used.
32.	Ability to copy, modify add to prior year price lists.	Y	RTP's administration tools allow users to take advantage of a "clone" feature, cutting down on repeated data entry.
33.	Upload/import Price List data table into the system to eliminate manual entry of hundreds of line items in the price list.	N	RTP does not have a standard Upload/Import pricing tool, but a script can be written in SQL to help assist with a mass update of products and prices.
34.	The system should allow for pre-payment of a reservation prior to the actual visit as well as support payment once the customer is on-site.	Y	RTP Order Processing allows users to apply a deposit toward the value of products prior to a guest's arrival. That deposit is used as payment toward product fulfillment on the day of visit.
35.	Track ticket by ticket price category (Jamestown, Yorktown, Adult/Child, Guided, Self Guided, etc.) and by venue	Y	RTP's standard reporting structure allows for a flexible revenue and sales breakdown of data. Locations may be used as a reporting filter.
36.	Track or assign tickets to a particular customer account profile (e.g., customer name or customer ID).	Y	Tickets issued can be tracked back to the guest's transaction history. RTP's voucher system can also be used as a mechanism to track vouchers issued to a guest (issued vs. redeemed, etc)
37.	The system needs to track (and capture) the revenue split for combination tickets	Y	RTP software is accounting aware, and any product in the system can

	or packages/passes (i.e., Historic Triangle Pass - lets visitors go to Yorktown, Jamestown, and Colonial Williamsburg. Colonial Williamsburg is a separate entity; or, Revolutionary Fun Pass - includes access to Jamestown, Yorktown, Busch Gardens and Water Country USA). JYF is sharing revenues with other organizations, and that revenue needs to be passed through to them.		have any number of price allocations to different revenue accounts.
38.	Terminal/station can still operate if power is lost (or is operating on an alternative power supply) or network is down; terminals sync up when network or power is restored	Y	RTP Offline capability works with a local database on the terminal/station allowing users to continue to perform basic sales transactions (the customer data is central, however). Transactions are synced up once a connection is restored to the network.
39.	Support the use of automated turnstiles for admitting/processing visitors with bar coded tickets	Y	RTP currently interfaces with a gate manufacturer, and some custom work may be required in order to interface with Jamestown's gate solution.
40.	The system should be capable of managing capacity to multiple venues and events	Y	One of RTP's strengths is the ability to manage capacity for multiple venues and/or events in real time.
41.	Support the use of handheld scanners for admitting/processing visitors with bar coded tickets	Y	RTP supports the use of handheld barcode scanning, and will recommend a few models to choose from.
42.	Provide point of sale capabilities for the Foundation's gift shops and cafeteria (including supporting on-line sales)	Y	RTP software supports Inventoried Retail, as well as a full featured Food and Beverage product. Currently, retail sales are offered online.

B. Data & Reporting

No. C	Requirements	A	B
1.	Contains a report writer that can be used by an end user who is not technical. Reports can be created with defined attributes (search dates, customer, etc.) and then saved and shared. - Create various reports with user selected data over a user selected date range.	Y	Reports within the RTP software must be written by RTP. However, RTP software is backed by an open SQL database which allows customers to use an application like Crystal to write their own reports.
2.	Support year over year (period over period) comparison reports on user defined data.	Y	Year by year reporting is standard in RTP.
3.	Ability to extract data (dump data) or to export data from system to Excel or	Y	RTP reports can be exported to a number of formats: Excel,

	Access (or in a common format like .csv, .txt, .xml, etc.)		XML file w/ report data, TIFF, CSV, PDF, HTML w/ office web components and Web archive.
4.	<p>The system should be able to import old system data to the new system (customer profile data, open invoices, and current schedules, etc.).</p> <p>- Ability to convert old system data (Paciolan TR, GS, Cash Receipts, and A/R modules) to the new system.</p>	N	<p>Once scoped, RTP will be able to import customer data. Open invoices and current schedules need to be researched further. In some cases, re-keying schedules can be used as a training tool in order to get new users accustomed to the new software package.</p>
5.	Add/modify/inactivate customers (including modifying customer profile data). Patron Records (or Customer Records) can be changed, added, or inactivated as long as a user has the appropriate permissions.	Y	RTP's Customer Manager allows users to perform all of the functions mentioned.
6.	Ability to assign and track unique customer/Patron IDs (or #'s)	Y	Each customer record in RTP is assigned a unique ID number.
7.	Ability to create, save and re-use user defined reports	Y	Reports can be run with the click of a button, but no "Save" function currently exists.
8.	<p>Ability to produce reports in a calendar view to better facilitate communication.</p> <p>System should be able to produce a calendar view of information (from reservations and programs to resources booked).</p> <p>- MPA count by location by AM/PM by day per month</p> <p>- Count of planned student visitors per day per month broken down between Guided and Self Guided</p> <p>- Count of number of bookings per day per month by morning and afternoon sessions.</p>	Y	Some standard activity reports are displayed in a calendar format, but the user does not have the ability to toggle between a list view or calendar view in the software.
9.	Generate reports in PDF format.	Y	Reports may be exported to the PDF format, directly from RTP software.
10.	Generated reports can be e-mailed.	Y	Reports can be emailed from the RTP Report Navigator.
11.	<p>Support searching of system data.</p> <p>-Sort, search and report on data using user defined criteria (e.g. date range, customer name, etc.)</p>	Y	Each report has unique query options, but date range and customer name are some of the standards with many reports offered.
12.	Selecting different printers and different report (i.e., paper) formats should be easily changed by end users.	Y	Y – Selecting a different printer and paper stock is a choice of the user when they are presented with the Windows

			print dialog box.
13.	JYF users should be able to view a customer's profile and history (programs, volumes, dates, etc.) in the system (i.e., through inquiry or via a report).	Y	Customer reports will show history of spending, etc. Users may also access a customer record and view past orders and transaction history as well.
14.	Capture and validate visitor zip code (including loading/maintaining MSA and zip code data table) related to the customer or ticket price category.	N	While RTP does validate City and State information based on a zip code entered in a customer's Address Profile, relating back to ticket price categories is not supported.
15.	Data tables (e.g. Tour Guide or Instructor availability, new price list, etc.) can be imported into the system to eliminate manual entry of lots of data and/or attributes.	N	Importing data into RTP during implementation would be considered custom work. A standard import tool is not available.
16.	The system should support the archiving of data.	Y	A number of archiving options are available –SQL, data tape, etc.
17.	Able to support existing customer look-up; when a single customer has two or more customer records/accounts in the system, system should be able to merge customer accounts. The merge should keep all history and data associated with the customer's multiple accounts.	Y	A merge feature is available within RTP's Customer Manager.
18.	The system can be searched or a report can be generated, using a date range, with a listing of reservations on "hold" (or on the "wait list").	Y	The system can be searched for Orders by date, customer, etc. RTP does not have a "hold" feature, but open orders may be considered a similar feature.
19.	Ability to leverage canned Accounting reports including: - Invoice/Cash Deposits -Adjustments & Write-offs -Check report – list of checks and where applied -Revenue by stream (i.e., G/L codes: Outreach, Rentals, Admissions, etc.) -Aged Receivables by time, by customer, etc.	Y	A standard list of accounting reports is available. Additional report options may be added to a unique customer's system at an hourly custom rate.
20.	Report: View/report individual instructor schedule by day over a selected date range (week, month, etc.).	Y	Numerous instructor scheduling reports are available.
21.	Report: Total number of instructors scheduled per day over a selected date range (week, month, etc.). Report should not double count instructors if they are conducting more than one program in a	Y	Numerous instructor scheduling reports are available.

	single day.		
22.	Report: Staffing report by venue by day by time (where are MPA's at Jamestown at 9:00, 9:30, 10, 10:30, etc. on April 2).	Y	Numerous instructor scheduling reports are available.
23.	Report: Staffing report listing availability by time by day (list of available MPA's or tour guides by day and by time (9, 9:30, 10, 10:30, etc.)	Y	Numerous instructor scheduling reports are available.
24.	Report: Staff Utilization count - how many MPA's (or Tour Guides) are being utilized by day, week or month (counts not names).	Y	A sales report by product/activity can provide utilization details.
25.	Report: Create a report on individual and group MPA skills (classes attended). -Be able to report on Attributes (Programs can lead (skills), etc.) by Resource Type (Tour Guide, etc.)	N	Attributes are tracked in Customer Manager record for each employee, but the depth of reporting on this information is not currently available.
26.	Report: Generate an On-Site and Outreach Programs 3 year Pacing Report (can provide example). The report looks at current year bookings by month as of a point in time versus the previous year's same month. (Provide an example.)	N	This report does not currently exist in RTP software, but the data is available in the system in order to write a report to meet this requirement.
27.	Report: Generate reports that look at visitor volume numbers by program by a particular time frame (i.e., a report showing how many visitors attended Living with Indians).	Y	A number of report options may fit this need, but user acceptance of reports may be required.
28.	Report: A report listing all training classes and the individuals that have attended the class (all training classes attended; similar to attribute report by resource type)	Y	Roster reports are standard in RTP software.
29.	Report: Search a particular Customer's (or Patron's) upcoming schedule (retrieving detailed data on estimated participants, dates, school name, school district, etc.) over a user defined date range. Note: Customer can be a school, school district or Tour Group.	Y	Order Arrival reports by customer can be used to view an upcoming schedule, as well as the contents of an upcoming visit (order details).
30.	Report: Produce a report that lists all reservations that currently have no named Tour Guide (or MPA) or instructor assigned.	Y	This report currently exists in RTP.
31.	Report: Program schedule by venue by User Type (On-site, Outreach, etc.)	Y	Activity reports will provide program schedule details. Filter by User Type may require a custom adjustment to some of the existing Activity reports for Jamestown.

32.	Report: Listing of all users and their associated roles and permissions.	N	A custom report will need to be written to satisfy this requirement. A SQL query can be used to accomplish this task as well – the results can be exported to Excel, etc.
33.	Report: Volume of visitors by Channels by Time of Day (General Admission, Guided Groups, Self Guided Groups, etc.). - General Admissions attendance by time by day, by year, or by date range - Group Participants by time by day, by year or by date range	Y	Product Flash Summary reports show real-time sales statistics, and can be filtered by time frame, if desired.
34.	Report: Total business (revenues and number of visitors) by customer (i.e., Tour Company)	Y	Customer transaction history reports are currently available.
35.	Report: Print out daily, weekly, and/or monthly Revenues and Admissions reports (i.e., on a user defined date range)	Y	Sales and revenue reports can be run by date range of user's choice.
36.	Report: Print out number of visitor by zip code/MSA report (on a defined date range) and associate to customer and/or price category.	N	This would be a custom report, or a SQL query joining the appropriate tables in the RTP database.
37.	Report: Generate visitor volume reports by time (by groups and individuals) and by ticket type.	Y	Flash Sales reports can provide visitor sales volumes by ticket type and time.
38.	Report: Payment Transaction Report by User Group (Reservations, Marketing & Sales, etc.)	N	Payment transaction filters are available in reports specific to a User, but not currently at a User Group. This would be a custom report for Jamestown.
39.	Report: Listing of programs by legislative district over a user defined period (including the program details - # of participants, schools, school districts, etc.)	N	RTP has a few generic fields that could be used to organize Legislative District information, but a custom report in RTP would be required to satisfy this request.
40.	Report: Track and report on all captured customer data	N	RTP offers some standard customer reports. 1-2 custom reports may be required to meet Jamestown's needs. A SQL query run by a sophisticated IT professional may also be effective in mining and analyzing customer data.
41.	Report writer can pull from both live data and history files.	Y	This is currently true with how RTP archives data within SQL.
42.	Log. Track and report staff contact with	Y	Notes field within unique order and overall customer record is

	customer.		supported.
43.	Report: Listing of programs by legislative district over a user defined period (including the program details - # of participants, schools, schools districts, ect.)	Y	From the above requirements, 8 custom reports have been identified. For these, and any additional required reports RTP will complete at the rate of \$190/hour. With more detail, RTP will also commit to a "not to exceed" price of \$575, \$1,250 or \$2,750 for each report, based upon the complexity of each specification.

C. SW Application & IT Platform

No. D	Requirements	A	B
1.	Ability to define, assign, modify and delete roles and permissions for individual users. Users can have multiple roles.	Y	RTP security allows for permissions to be allocated based on operational need.
	System should prompt users to change their passwords on a defined schedule (i.e., every 90 days).	Y	Users can define the number of days before a password must be changed in the software.
3.	User passwords/accounts become locked if a user does not access the system in a specified amount of time (e.g. 45 days).	N	RTP does not currently lock a user account if it remains unused after a defined period of time.
4.	System administrator must be able to re-assign/unlock/re-set user passwords (get a user back into the system under their User ID).	Y	System admins can re-activate user accounts.
5.	System should require the use of strong passwords (if not using single sign-on)	Y	RTP software does not currently require a strong password for its users.
6.	The Foundation's IT support group should be able to access the system remotely.	Y	As long as the IT support group has access to the server running RTP, this is not a problem (RDC, VPN, etc).
7.	Given the right permissions, business users should be able to override system constraints (i.e., # of classes (or education programs) available for a morning session, schedule a program outside of its normal hours, etc.)	Y	Certain users may override schedules based on their security.
8.	The user with the appropriate permissions should be able to change default resource lists for a particular program.	Y	Users with specific security may change reference data related to schedules.
9.	The system should lock the same booking from being accessed at the same time (multiple end users cannot be accessing the same booking at the	N	Multiple users may simultaneously enter the same booking to make adjustments, changes, etc. However, only

	same time).		one user may fulfill products for the order. The 'other' user will receive an error message that prevents them from fulfilling the order a 2 nd time.
10.	If a booking is already being accessed by one user, the system should generate a notification to subsequent users, who are locked out from the booking by the system, letting them know that the booking is being access by someone else and who the User is (e.g. User ID is part of message).	N	A warning message is not currently presented to a user who is trying to access an Order that is currently being viewed by another user.
11.	The system should allow different bookings under the same Patron Account (Customer Account) to be accessed by different end users at the same time. For example, if James River Tours has 5 different bookings, if a user is accessing one of the five bookings, the other four bookings could be accessed by another user.	Y	Different users can access different orders associated with a Customer Account.
12.	Internet ticket sales should be real-time in the ticket system for management for capacity planning.	Y	Internet transactions post real-time.
13.	Easily and simply add, modify, and delete (or inactivate) system user accounts and profiles.	Y	Security Admin allows for easy
14.	Easily and simply add, modify and delete (or inactivate) system peripherals (e.g. printers, point of sale terminals)	Y	Peripherals and POS terminals are easy to deploy and the admin and ongoing maintenance of POS configuration values can be managed from a remote machine.
15.	The system should be able to support multiple printers and allow users to route "tickets" to different printers (i.e., ticket printer, ID card printer, etc.)	Y	RTP software supports the ability to route output to different printers based on admin configuration.
16.	Protect customers' confidential information (name, address, credit card numbers, etc.) via SSL or equivalent	Y	Passwords are encrypted with the Encryptionizer product from

	encryption.		NetLib
17.	Produce an audit trail of changes to user profiles and accounts (i.e., who, what changed, when, etc.).	N	Only time, date and user of last change is recorded.
18.	Capture and store a transaction (or system) log for all data generated or actions completed that day (a comprehensive audit trail). A system log that is cleaned out after backup complete.	N	Audit logs are available for POS transactions and orders (reservations).
19.	Application's data can be automatically backed up by 3rd party software or its own internal capabilities can support automated back-up.	Y	Backup via SQL can be offered by RTP. A 3 rd party software package or backup to tape drive, etc. is also supported.
20.	The system should support automated back-ups of system data (i.e., at pre-defined checkpoints)	Y	SQL can be configured to backup data at certain times of day.
21.	The system should automatically power back up after power outage.	Y	Users can configure Windows to automatically launch RTP One upon start up, if they choose.
22.	System provider is able to provide remote support (i.e., access via Telnet session or the like).	Y	As long as a user has access to the RTP SQL server, remote support is not a problem.
23.	The remote system support user needs to be an assigned user in the system.	Y	This can be configured to meet the needs of each client (how many support users, etc).
24.	Support authentication and Single Sign-On through active directory.	N	RTP logins and passwords are managed separately.
25.	Ability to support on-line capabilities from a hosted site or from behind the Foundation's firewall.	Y	RTP can help work through the fire wall details, or with a provider that is hosting a site.
26.	System should support the use of network and standalone printers.	Y	Ticket, Pass and Report printers can currently be networked. RTP recommends that receipt printers be dedicated to a single work station.
27.	The vendor's solution must follow industry-standard n-tier architectural principals, and must comprise at a minimum a presentation tier, application tier, and a database tier – the repository of all system data.	Y	RTP's development on the .Net platform is structured in this exact manner – Presentation Tier, Application Tier and Database Tier.
28.	The vendor's solution must be based on open standards, and must allow development of additional application tier modules that would access the database tier via standard protocols such as ODBC and SQL, and at the same time must include security features that prevent access to the database tier by unauthorized users and	Y	N-Tier architecture allows for presentation or application tiers to be added to the overall framework and database structure w/o affecting the overall integrity of the solution.

	application programs.		
29.	Ability to implement vendor's solution behind JYF's firewall	Y	RTP is experienced in dealing with implementations where complex firewall issues exist.
30.	Passwords must be encrypted when stored or transmitted	Y	RTP ONE uses Triple DES encryption for passwords, credit cards and government IDs with the help of Encryptionizer, a product from NetLib.
31.	Look at multiple bookings/reservations at the same time without having to closeout all but one of the bookings/reservations. Currently a user can have multiple instances/sessions of the system up and running at the same time (e.g., two windows of the system open and active). Example: working on booking and receive a call inquiring about potential dates. Ability to keep open booking being worked on, but also look up dates for the caller without having to closeout booking.	Y	Multiple sessions of RTP One software can run simultaneously.
32.	Response includes On-site training on use of solution with multiple session based on focus of training.	Y	Implementation estimates will be included with the RFP.
33.	System must have a defined strategy for providing incremental backups throughout day, prior to nightly backup. Incremental hourly backups must be able to be housed in two locations.	Y	Incremental backups may be scheduled via SQL, which RTP is comfortable with. Tape backups and other strategies can be discussed and implemented based on customer's needs and desire.
34.	Refer to section 4 #B (Current Hardware). Will JYF's current hardware work with proposed software solution? If any hardware will not work with proposed software solution, please provide pricing for additional equipment (Appendix A) tab labeled "Additional Items". In the comment section, please inform JYF which piece of hardware will not function with the proposed software solution. Vendor may also provide pricing for additional equipment that may be purchased at the beginning of the contract or throughout the contract.	Y	Intermec Scanners will work if they are only used to scan/validate barcodes at a ticket window. Receipt Printers may work, but details on connection type are required before making final judgment. An approved minimum hardware list will be included with the response to this RFP.
35.	The initial off-the-shelf product will be available for installation on March 1, 2006 or at contract signing. The remaining functionality of the software that is negotiated between both parties will be ready for deployment no later than June 30, 2006.	N	Base product is available as soon as desired, but with contract award scheduled for February 23rd RTP believes that appropriate time should be allowed to ensure successful scoping, implementation and verification of Paciolan data conversion prior to initial

			implementation. Given the desired customizations, RTP believes that deployment should be staged throughout 2006, with final acceptance on or before October 15th, 2006 as estimated in the proposed project timeline.
36.	Minimum software requirements are Microsoft Windows 2000 with Service Pack 4 (M)	Y	See minimum requirements for RTP software, included with RFP response.
37.	Non-Beta product, product must be installed and functioning in similar environment. (M)	Y	RTP One product has been installed and processing transactions at customer sites since March 2004.
38.	Software must be able to support online real-time ticket booking. (M)	Y	RTP ONE Store transactions are real time.
39.	Support time based admissions to venue	Y	Time of activity can be printed on ticket, and validated via access control.
40.	Company offers post-implementation support to include after hours support (M)	Y	Standard help desk office hours are from 8 am to 6 pm Mountain Standard Time. After hours support is handled by an "on-call" representative via cell phone.
41.	Does company offer a complete Kiosk system? If so, please add product pricing to Appendix A (Additional Items Tab)	Y	Kiosk sales are currently supported and installed at RTP customer sites.
42.	In Appendix C "Performance Service Levels" document your helpdesk procedures (i.e. Toll free number to call, after hours number to call, availability of staff after hours, etc.)	Y	Information regarding Performance Service Levels is attached in Appendix C of this RFP response.
43.	Online ticketing should provide secure credit card transactions	Y	
44.	Online ticketing should capture full data for customers and provide customizable fields and responses. Graphic design experience should not be required	Y	RTP's ONE Store requires that a customer provide basic information in order to purchase online (address, phone, email). A customer record is created real time. A content management tool is provided to allow users to make basic design changes w/o the assistance of RTP (if desired).
45.	Online ticketing should generate confirmation automatically with unique number / barcode	Y	RTP ONE Store transactions currently generate a confirmation letter via email with a unique Order ID and/or Transaction ID.
46.	Online ticketing should generate confirmation print out for customer that can be redeemed at visitor	N	RTP ONE Store transactions generate a confirmation letter via email with a unique Order ID

	services or kiosk for access		which can be used for quick redemption at visitor services. Kiosk fulfillment is currently being developed with a release date for the Spring of 2006.
47.	Online ticketing should accommodate promo codes – For example if a travel agency were to make a reservation for a customer they should be able to access and book the reservation for their customer at the agencies special price.	N	Customer and Channel specific pricing is currently being designed for another RTP project. This functionality is expected by the end of 2006.
48.	Online booking should be fully integrated into the reservation system. (tickets booked should be removed from inventory at time of booking)	Y	RTP ONE Store transactions are posted real time, and can be accessed from any RTP POS station.
49.	Kiosks should be able to issue tickets for clients with internet confirmations	N	Kiosk fulfillment is currently being developed with a release date for the spring of 2006.
50.	Kiosks should be able to issue timed based admissions ticket for ticket holders	N	Kiosks do not currently sell Activity profiled tickets. This feature is being scoped and prioritized with RTP development.
51.	Kiosks should be able to sell and issue tickets	Y	RTP kiosks can sell and issue tickets.
52.	Kiosks should be able to allow online access to external web sites for additional tourist area information	N	The kiosk flow can be customized to work in this manner. Windows permissions may need to be updated to support specific internet access.
53.	Kiosks should allow online access to external website that provides vacation packages for online booking of hotel rooms and attraction tickets.	N	The kiosk flow can be customized to work in this manner. Windows permissions may need to be updated to support specific internet access.
55.	Kiosks should take credit cards or debit cards as a form of payment. (cash /check transactions are not required)	Y	Kiosks currently use integrated credit (same format as a normal POS station/terminal). However, pin based debit transactions are not supported.
56.	Kiosks should be available as a free standing version	Y	As long as the kiosk is granted access to the central RTP server, location is not restricted.
57.	Kiosks should be available as a counter top version	Y	A different customer facing version of a kiosk is only limited by hardware and space requirements. If a counter top were built to support a touch screen, ticket printer, receipt

			printer and card reader, this requirement can be met.
58.	Kiosks should be capable of providing ring down phone should be attached for direct access to preprogrammed phone numbers	Y	This requirement does not exist w/in RTP software, but an internal phone line at Jamestown could be configured to accomplish this requirement.

E. Reservations

No. E	Requirements	A	B
1.	<p>Reservation screen needs to be flexible and customizable by JYF. Reservation information/data captured varies by the customer type (i.e., Agency, Group, and Individual).</p> <p>Reservation screens should have user defined fields (drop downs to facilitate data accuracy). During the creation of a reservation, capture the school district, the school name, and the delegate/senatorial districts, tour operators, etc.</p>	N	Reservation screen is not customizable, and RTP is currently researching a solution which will allow its customers to create and manage their own group entry flow.
2.	The system should allow or provide for User Defined Fields on Patron Record (or customer account/record). For example, if a school and/or General Assembly, legislative district field needs to be added to all future bookings, the Foundation would be able to define this new field.	N	General Program Profiles can be customized by user w/o RTP intervention. RTP is considering an upgrade to its current Customer Manager application within the next 12 months that may include more flexibility related to User Defined Fields.
3.	The ability to create, modify, update, or delete bookings and reservations, or part of the booking/reservation, before or after the event or day's close. This should be a permission based capability. (i.e., change anticipated visitor volume numbers, change time from 9 am to 10 am, change date from April 2 to April 3, etc.)	N	Inventoried line items in an order must be deleted and re-added to ensure accurate inventory maintenance. Volume numbers for non-inventoried products can currently be updated in an order.
4.	Ability to copy or re-use reservation information – making changes or updates as needed. When copying or leveraging an existing reservation/booking for its data or content, a new and unique reservation/booking (with unique reservation/booking number) will be created for the modified record. No historical data will be impacted by the	N	RTP does not allow users to copy an order at this time.

	copying or leveraging of the existing reservation/booking.		
5.	It should be possible to complete reservations or bookings for future years even if a price list has not been defined for the future years in question. Reservation would be updated with appropriate prices once the future year's price list is uploaded into the system.	N	RTP requires that a product has a price for a date in the future (even if it is \$0).
6.	Ability to track multiple programs spread over multiple days under one (1) reservation (e.g. with a split combo ticket – visit Yorktown today and Jamestown tomorrow.	Y	An RTP Order can have multiple products associated with it, or a product itself may be configured to grant access to multiple venues.
7.	For split combination tickets or packages (ticket to multiple locations), the system should have ability to schedule particular events at subsequent locations or venues.	N	Multiple components on a product header cannot lead a user through multiple inventoried bookings (multiple activities or private lessons, etc). However, a combo or package ticket that requires access control to multiple locations is currently supported.
8.	Add, modify, and delete on-site and off-site (Outreach) education programs in the system.	Y	Security driven based on user's rights.
9.	Reservations can be put on "hold" or on a "wait list". i.e. Placeholders can be created to reserve or "hold" a particular time and date without a specific school name or entity.	N	By definition any reservation will "Hold" inventory, but RTP does not currently support a wait list feature for reservations/orders.
10.	Enable Reservations to access/view history of Patron (or Customer/Group Record). View when last visited and what programs they have used in the past.	Y	Users will have the ability to access previous orders for a guest, as well as review transaction history.
11.	Reservations should be able to look up a customer by customer number, customer name, and/or phone number (at a minimum)	Y	Customer can be looked up by: name, customer number, order ID, phone number, credit card number and birth date.
12.	Confirmation letters can be e-mailed directly from the system to customers (including a reservation confirmation number or unique booking number)	N	This enhancement will be available in April 2006.
13.	Confirmation letters/e-mails can be customized and formatted by a non-technical end user.	N	RTP or a technical resource must be involved with confirmation letter design. A tool is not provided within the software at this time.

14.	Ability to attach documents/files to an e-mail (i.e., reservation confirmation letter, invoice, etc.).	Y	A user can export reports and attach them to an email, or choose to email the report directly from the application.
15.	Upon system being put into a live production environment, Supplier will provide onsite support for the first three (3) days.	Y	Onsite support for the first 3 days will be included in this RFP response.
16.	Ability to quickly rename data fields in the system (i.e., Change "Agency Name" to "Billing Party")	N	Per the description at the pre-bid conference and subsequent posted Q&A, data can be changed. Descriptions of data fields are not editable. Further discussion on this topic may be required to verify intent.

F. Scheduling and Resource Management

No. F	Requirements	A	B
1.	System should capture employee timesheets (support collection of payroll information)	Y	However, payroll information is only tracked for instructors who are scheduled for paid activities.
2.	System should provide Resource Management capabilities (scheduling rooms, equipment, etc.) such that double booking does not occur.	Y	Current private lesson booking functionality will work.
3.	The system should contain a list of resources (e.g. instructors, tour guides, vehicles, rooms, kits, etc.) that can be leveraged for planning purposes as programs are scheduled.	Y	Private lesson booking functionality will satisfy this requirement.
4.	Capture Resource (i.e., rooms, vehicles, etc.) availability at a minimum of monthly (or more frequently).	Y	Private lesson booking functionality will satisfy this requirement.
5.	It should be possible to define attributes for a resource type and the system should be able to use the attributes to suggest appropriate resources for scheduling. Maintain a skills inventory by MPA (tour guide) or Outreach Instructor, with the ability to capture availability (including days that cannot be worked as well as days in training) at a minimum of monthly (or more frequently). Should also have the ability to capture skills. As MPAs or Outreach Instructors attend training classes, it is possible to modify their skills profile such that more	Y	Ski resort specific attributes may need to be updated/customized for the Jamestown operation.

	<p>accurate matching can occur. Instructor skills and capabilities (or attributes) can be maintained within the system such that the system can use the information to suggest instructors.</p> <ul style="list-style-type: none"> - Programs approved to teach - Schools or school districts that they can and cannot teach at (based on geographic locations). 		
6.	<p>The system should automatically default generic resources (Vehicle, Instructor, & Kit) for each program reservation when the reservation is entered in the reservation side of the software. The resources are generic and un-named at the time of the reservation.</p>	N	<p>The system can automatically recommend an instructor, but defaulting other resources (like a vehicle) are not currently supported.</p>
7.	<p>During scheduling, system automatically suggests instructors for programs based on instructor skills/constraints and program information (day, school/location, program, etc.). This ties into, Section E, Reservations, #9, page 31 and #5 (above). From these generic placeholders in the reservations, a search is done to determine which MPAs (tour guides) or Outreach Instructors are available. The schedulers will then select from the suggested list of resources or select from the total list of relevant resources (i.e., over-ride the suggestions by the system).</p> <ul style="list-style-type: none"> - The Outreach Scheduler should be able to assign instructors to scheduled programs (i.e., replace generic Instructor with a named resource) or change the generic default resource to a named resource (e.g. blue minivan, John Smith, kit #23). -Enable Schedulers to assign/match resources (Tour Guides, Instructors, vehicles, etc.) to reservations. 	N	<p>RTP's private lesson functionality can help match up an instructor with a single resource. Associating multiple resources is not currently supported.</p>
8.	<p>The list of available resources (instructors, vehicles, etc.) named in the system can be added to, modified and/or deleted by a non-technical user with the appropriate permissions.</p> <p>Update, modify, delete or inactivate resources in the system (i.e., Tour Guides, vehicles, rooms, etc.)</p>	Y	<p>Instructor Tools is security driven.</p>
9.	<p>Constraints can be placed on the available resources. Resources are not</p>	Y	<p>If something is not available in the schedule, a user cannot</p>

	<p>limitless.</p> <p>The system should allow for the Foundation to define the start/stop times of programs, when the programs are available/not available, the number of programs possible during a given time frame, etc. Constraints around program offerings should be definable by the business user. For example, the number of classes available for a particular time can be constrained (e.g. only 15 classes per half hour or hour as it relates to timed ticketing). Or another example, in the morning, the total number of classes is limited to 82, in the afternoon 50, and on Saturday and Sunday a total of 25 each day.</p> <ul style="list-style-type: none"> - There are 14 vehicles and once all 14 are assigned, no more are available. - Outreach has available 20 instructors who can teach up to 5 classes each day. 		<p>proceed with a booking (unless system is configured to not expect a resource).</p>
10.	<p>Users with the appropriate permissions should be able to override program prices. Program pricing needs to be flexible. (e.g. Outreach student fee can be reduced from the default \$1/student to \$0.50/student if needed).</p>	Y	<p>Users with a high enough security level will be able to change the price of a product.</p>
11.	<p>The system should produce an audit trail (change by whom, what the change was, when the change took place, etc.) for all changes made after the initial reservation is made.</p>	N	<p>Changes to Orders are currently tracked, but no true "log" exists in RTP at this time.</p>
12.	<p>Notification is provided to Education Program Schedulers when a change or cancellation occurs to an existing reservation/booking.</p>	N	<p>This requirement is not currently supported.</p>
13.	<p>Ability to add comments/notes to the reservation/booking.</p>	Y	<p>Comments/Notes are standard.</p>
14.	<p>The system needs to allow for multiple MPAs or Outreach Instructors to be assigned to the same event. (1 MPA per 25 people for tour companies or 1 MPA per class, if a school comes with more than one class). Outreach education 1 instructor can teach up to 5 classes, if a school has more than 5 classes need to be able to assign 2 or more instructors. This would also entail assigning more kits and may need more vehicles.</p>	N	<p>RTP only allows for a single instructor to be associated to an event at this time. A Resource Manager application is currently being researched and scoped for a fall 2006 delivery.</p>
15.	<p>Ability to schedule resources for unique</p>	Y	<p>A resource may be assigned to a</p>

	reasons or for non-program events. For example, a conference room needed for a non-program related meeting. Or, a vehicle is required so that the Exec Director can drive to Richmond or a vehicle needs to be brought into the shop for maintenance. During that time, the resource is unavailable for use or assigned.		'special' activity on the schedule in order to appear 'unavailable'.
16.	It should be possible to filter resources (Tour Guides, Instructors, Vehicles, etc.) based on their active or inactive status. Inactive resources should not clog the list of active resources.	Y	Instructor Advanced Search allows for a customized user search, including a filter to only show 'active' instructors.
17.	System should allow Outreach instructors (i.e. a Resource) to be scheduled multiple times (not overlapping) in the same day without being double counted. For example, an Outreach instructor may be scheduled for one program in the morning at one school, then another program at second school at lunch, and then different program in the afternoon at a third school. The instructor is performing 3 programs at 3 different schools, but it is still a single instructor being scheduled in that one day, not 3 instructors. Reports that are generated on Resource utilization should reflect a single instructor being used on that single day.	Y	Standard private lesson functionality.
18.	Search for MPA's (or Tour Guides) by training class attended (by name, by specific class, by date, etc.)	Y	Instructor Advanced Search allows users to filter by specific search criteria – like training class attended (which would translate to a particular skill set in RTP).
19.	Search for MPAs or Outreach Instructors by skill (ability to teach certain programs and/or tours).	Y	Searching for instructors by assigned attributes is currently supported.
20.	Search for MPAs or Outreach Instructors by time (i.e. see who is available at a certain time on a given day or days).	Y	Searching for instructors by assigned attributes is currently supported.

Proposal Worksheet

Prepared Exclusively for Jamestown Yorktown Foundation

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[Software](#)

[Services](#)

www.rtp.com

Proposal Summary	
Item	Cost
Total Software License:	\$184,500
Professional Services Estimate:	\$67,025
Custom Services Estimate:	\$9,900
Annual Maintenance Contract:	\$36,900
Internet Solutions Estimate	\$0

NOTE: This proposal serves as a budgetary estimate for the development of a software and services licensing agreement between RTP, LLC and the Jamestown Yorktown Foundation. All information contained within this proposal is the sole property of RTP, LLC and should not be distributed or shared with anyone outside of the Jamestown Yorktown Foundation organization. Sharing this information with any outside entity violates RTP's Confidentiality Agreement. For any questions on this or other matters please contact RTP, LLC.

Proposal #

Software License Cost Detail

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Summary

Services

www.rtp.com

Point-of-Sale Systems:

Ticket, Pass & Activity Sales
Snowsport School Sales
Advanced and Group Sales
Retail Sales
Rental Sales
Golf Retail Sales and Reservations
Kiosk Sales

Quan	Unit Cost	Total	Notes
20	\$ 3,750.00	\$ 75,000.00	Licensed per Sales Point
	\$ 3,750.00	\$ -	Licensed per Sales Point
	\$ 3,750.00	\$ -	Licensed per Sales Point
	\$ 3,750.00	\$ -	Licensed per Sales Point
	\$ 3,750.00	\$ -	Licensed per Sales Point
	\$ 3,750.00	\$ -	Licensed per Sales Point
1	\$ 3,750.00	\$ 3,750.00	Licensed per Sales Point
		\$ 78,750.00	

Food & Beverage Point-of-Sale:

Quick Service Restaurant
Table Service Restaurant
Bar Service

Quan	Unit Cost	Total	Notes
	\$ 2,500.00	\$ -	Licensed per Sales Point - F&B Operations Only
	\$ 3,500.00	\$ -	Licensed per Sales Point - F&B Operations Only
	\$ 3,500.00	\$ -	Licensed per Sales Point - F&B Operations Only
		\$ -	

POS Enhancements:

Voucher Tools Module
Accounts Receivable Module
Integrated Credit Module
Area Wide Charge Module with Gift & Stored Value Cards

Y or N	Unit Cost	Total	Notes
Y	\$ 250.00	\$ 5,250.00	Licensed per Sales Point *
Y	\$ 250.00	\$ 5,250.00	Licensed per Sales Point *
Y	\$ 250.00	\$ 5,250.00	Licensed per Sales Point *
	\$ 250.00	\$ -	Licensed per Sales Point *
		\$ 15,750.00	

Optional System Additions:

Standard General Ledger Interface
Standard Property Management Folio Charging Interface
Kiosk POS Interface
Advanced Activity Manager (New Module)
Retail Inventory Management System
Wireless Retail Inventory System
Rental DIN, Inventory, Maintenance System with Automated Customer Sign-in
Wireless Rental Inventory Software

Y or N	Unit Cost	Total	Notes
Y	\$ 7,500.00	\$ 7,500.00	Per Resort. Requires customization.
	\$ 10,000.00	\$ -	Per Resort. Requires customization.
Y	\$ 7,500.00	\$ 7,500.00	Per Resort. Requires POS License for each Kiosk.
Y	\$ 35,000.00	\$ 35,000.00	Per Resort.***
	\$ 7,500.00	\$ -	Per Resort
	\$ 4,000.00	\$ -	Per Resort
	\$ 7,500.00	\$ -	Per Resort
N/A	\$ 4,000.00	\$ -	Not available at this time.
		\$ 50,000.00	

Golf System:

Tee Sheet and Reservation System Module

Y or N	Unit Cost	Total	Notes
	\$ 7,500.00	\$ -	Per Resort. Requires License for each sale point.
		\$ -	

Electronic Commerce System:

RTP|ONE Online Base Module
Ticket Sales
Pass Sales and Renewals
Children's Ski School Reservations
Retail Sales
RTP|ONE Online Content Management Tool

Y or N	Unit Cost	Total	Notes
Y	\$ 20,000.00	\$ 20,000.00	Per Resort. Requires customization.
Y	\$ 10,000.00	\$ 10,000.00	Per Resort. Requires customization.
Y	\$ 10,000.00	\$ 10,000.00	Per Resort. Requires customization.
	\$ 10,000.00	\$ -	Per Resort. Requires customization.
	N/C	\$ -	Requires implementation & customization.
		\$ 40,000.00	

Handheld Access Systems:

Wireless Pocket PC based Access Control
Additional Handheld Scanner Licenses

Quan	Unit Cost	Total	Notes
	\$ 12,500.00	\$ -	(includes 10 Handheld Licenses)
	\$ 5,000.00	\$ -	(10 Additional Handheld Licenses)
		\$ -	

Gated Access Systems:

Rapidtron/Ski Data Interface Licenses
Additional Gate Interface Licenses

Quan	Unit Cost	Total	Notes
	\$ 12,500.00	\$ -	(includes 10 Gate Licenses)
	\$ 5,000.00	\$ -	(10 Additional Gate Licenses)
		\$ -	

Total Software License Cost:

\$ 184,500.00

* with minimum and maximum licensing totals

*** special discounted "pilot" license

Professional Services Cost Detail:

Prepared Exclusively for Jamestown Yortown Foundation

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Summary

Software

www.rtp.com

Professional Services Estimate:

	Est Hours	Per Hour	Total	Notes
Business Consulting		\$ 225.00	\$ -	
Discovery		\$ 190.00	\$ -	
Integration Services (inc. data conver	84	\$ 225.00	\$ 18,900.00	
Server Configuration	8	\$ 125.00	\$ 1,000.00	
Implementation & Onsite Training	281	\$ 125.00	\$ 35,125.00	
Online Training		\$ 95.00	\$ -	
Project Management	80	\$ 150.00	\$ 12,000.00	
Estimated TOTAL			\$ 67,025.00	

Custom Report Requests:

	Quan	Per Report	Total	Notes
Basic Custom Reports	2	\$ 575.00	\$ 1,150.00	
Standard Custom Reports	7	\$ 1,250.00	\$ 8,750.00	
Advanced Custom Reports		\$ 2,750.00	\$ -	
Estimated TOTAL			\$ 9,900.00	

Planned Functionality

Custom Feature Requests:	Est Hours	Per Hour	Total	Notes
Orders - email confirmations	0	\$ 225.00	\$ -	April Release
Kiosk - Fulfillment	0	\$ 225.00	\$ -	July Release
Kiosk - Timed Ticketing Sales	0	\$ 225.00	\$ -	July Release
Channel Pricing - default based upon Customer Profile	0	\$ 225.00	\$ -	Planned Future Release
Channel Pricing - default and password protect based upon Customer Profile for ONE Store	0	\$ 225.00	\$ -	Planned Future Release
Estimated TOTAL			\$ -	

Annual Maintenance Contract:

Annual Support & Maintenance

	%	Basis	Total	Notes
Support and Maintenance	20%	\$ 184,500.00	\$ 36,900.00	
Estimated TOTAL			\$ 36,900.00	

Internet Solutions Estimate:

Internet Solutions

	Est Hours	Per Hour	Total	Notes
Website Design		\$ 125.00	\$ -	
Website Programming		\$ 150.00	\$ -	
Estimated TOTAL			\$ -	

Note: Unless Superseded by a written contract, these Professional Services estimates are based on the current project definition. A revised Professional Services cost estimate may be provided at the completion of the Discovery process. RTP will invoice the client based on actual hours. Cost estimate does not include travel costs which will be invoiced to the client based on actual expenses incurred. This will include air travel, rental car, lodging and a daily per diem of \$50 per on-site person.

Statement of Work

This Statement of Work ("SOW") describes the Software and Services the Supplier will provide to support the Licensee's operations. This SOW confirms the understanding of the scope, approach, methodology, deliverables/milestones, roles and responsibilities, development estimates, implementation estimates, and planning considerations and assumptions for this project.

All terms used in this Statement of Work and not otherwise defined shall have the same meaning as in the Agreement.

1. **Scope.** Standard functions and configurations will be implemented to meet Licensee's requirements as defined by a "Y" in the Software Functional Requirements (Exhibit A). In addition, there are several elements where concepts need to be implemented in the software specifically to support Licensee's needs. The following paragraphs are a summarization of the Standard Functions and Business Requirements for the new concepts.

The following areas are standard functions to be addressed within the scope of the project:

A. Existing Functionality

- Ticket, Pass & Activity Sales, Voucher Tools, Accounts Receivable, Integrated Credit, General Ledger Interface, Kiosk Interface, ONE|Store Ticket & Activity Sales, and ONE|Store Pass Sales & Renewal.

The following areas are concepts to be implemented that are already planned and scheduled for release:

B. Planned and Scheduled Functionality

Email Confirmation Letter Directly from Application

- Feature will be available in the April 2006 release of RTP|One software.

Kiosk – Issue Time-Based Admission Products

- Time-based kiosk ticket sales will be available in the July 2006 release of software.

Kiosk Fulfillment

- Fulfilling qualified Orders/Reservations at Kiosk station via purchasing credit card will be available in the July 2006 release of software.
- Qualified orders include access, general admission and activity based products purchased via the RTP ONE|Store (online) or Orders via Sales and Service (on location application).

The following areas are concepts to be implemented within the scope of the project:

C. New Functionality

Advanced Activities (Resource/Facility Management)

- RTP will deliver a module that will perform the following functions:
 - Utilize existing Activity Booking functionality.
 - When the Activity is booked, multiple generic resource types(associated via product administration) will be assigned. This generic assignment will not be displayed to the agent via the Activity booking flow.
 - An Advanced Activities module will allow users to assign specific resources (actual classrooms, instructors/guides, vehicles and kits) to the booked activity.
 - Additional resources may be manually added or removed at the scheduler's discretion.
 - System provides choice of instructors for programs based on program and scheduling constraints.
 - If an Activity is cancelled, assigned resources must be manually removed from the Advanced Activities module by the scheduler.

Secure ONE|Store Pricing by Customer/Login

- Customers/agencies can access ticket/package prices with their appropriate discount on-line. Access is password protected.
- Multiple ONE|Store instances will be used to meet this requirement. Products and pricing can be delivered/protected by individual ONE|Store.

Associate Price Category to Customer Profile

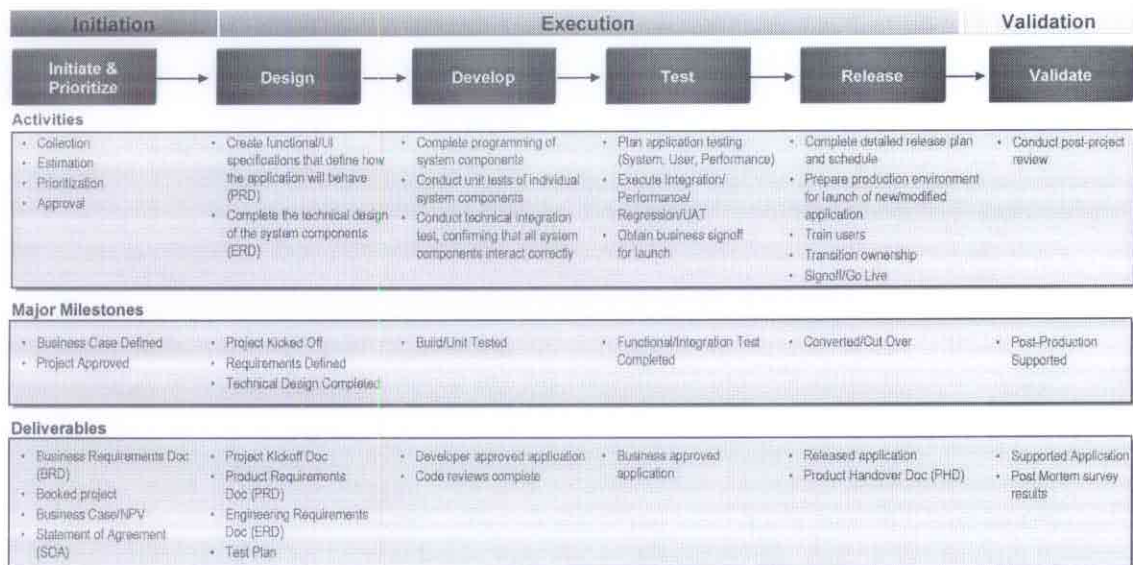
- Ability to associate sales channel to customer profile to aide in default pricing for customers when orders are taken.

Reporting

- 7 custom developed reports, which have previously been identified and listed below, in addition to the standard set delivered as part of the core RTP|One product
 - User Account Report – not used in X days, or # of days since last logon.
 - Revenue and Admissions Report 3 versions (Jamestown Settlement, Yorktown Victory Center, Jamestown-Yorktown Foundation)
 - Legislative Report
 - Zip Code/MSA Report
 - Three Year Pacing Report
 - School District Report

- Security Summary Report - Listing of all users and their associated roles and permissions

2. **Project Approach.** Delivery on specified items defined in this SOW will follow standard development phases, including design, development, testing, and release. Since delivery on the specified scope involves different functional and technical areas, the components will be designed and developed on independent timeframes.
3. **Development Methodology.** For this project, the development approach outlined below will be followed. As the Business Requirements have been summarized, this SOW addresses the approach starting with the Design phase. RTP will have a defined phase of delivery. This process will apply in full to the New Functionality, and in part to the Planned Functionality, which is already in development.



4. **New Functionality Targeted Milestones/Deliverables.** Per the methodology defined above, the planned milestones are outlined below for each of the New Functionality components for this project. These are planned milestones and subject to change based on the overall development schedule.

Deliverable/Milestone	Target Date
Project Approval	5/03/2006
Functional Design Complete	5/29/06
Technical Design Complete	6/19/06
Software Development and Unit Testing Complete	7/24/06
Release Testing Complete	8/11/06
Planned Release	8/16/06

5. **Custom Development Work Estimates.** Development work estimates for the New Functionality components for Licensee are detailed in License, Service & Maintenance Fees (Exhibit B).
6. **Professional Services Targeted Implementation Timeline.** The dates provided in the timeline are estimates of the projected dates that will allow for the combination of Existing, Planned and New Functionality to be available and appropriately implemented at the customer's site. Variances in the availability and/or completion of Software, and availability of Customer and/or Supplier implementation resources will affect the timeline. Professional Services will be able to confirm dates and assign resources once a contract is signed:

Implementation Task	Targeted Completion Date
Contract signed	5/03/2006
Conversion of data	6/15/2006
Custom Reports (phased – schedule reporting is contingent on delivery of Advanced Activity functionality)	6/15/2006
Accounting conversion	6/27/2006
Build Ticket types, Configure and Deploy ONE Store(s)	6/27/2006
ONE Store Ticket Sales Live	6/27/2006
General Admission Implementation (Tickets/Pass/Audit)	6/30/2006
Kiosk Configuration and Deployment	8/15/2006
Pilot of Advanced Activity Functionality (training and configuration of activities, staff, kits, vehicles, resources, ticket types, etc)	8/25/2006
Go live on Group Reservations	8/29/2006

7. **Professional Services Work Estimates.** Professional Services work estimates encompass the implementation of the Existing, Planned and New Functionality, and are detailed below, and are summarized in License, Service & Maintenance Fees (Exhibit B).

	Location	Hours	Totals	Resource Type
Professional Services Estimate:			413	
Discovery				
Discovery Trip	Client	16	16	imp
General Setup			8	
Server Setup/Install	RTP	8		ts
Tickets/Pass/Access Implementation	Client	40	40	imp
Resource Manager Implementation	Client	40	40	imp
Vouchers	Client	8	8	imp
Integrated Credit	RTP	8	8	imp
Accounts Receivable	RTP	8	8	imp
End-user Training			80	
Training 1	Client	40		trn
Training 2	Client	40		trn
Kiosk			12	
Implement	Client	12		imp
OneStore T/P			40	
Implementation	RTP	40		dev
GL Interface	RTP	4	4	dev
Data Conversion	RTP	40	40	dev
Project Management Time				
General PM effort			80	
	RTP	80		pm
Contingency				
20%		69	69	imp
Not included in estimate:				
Development time for any interfaces (other than GL)				
Development time for new reports				
Development time for enhancements				
Conversion of historical transaction data				
Implementation of an Access solution				

8. Data Conversion.

The requirement to convert data has been limited by Licensee to customer, tour operator and staff records only, to encompass name, address and contact information, school, delegate and legislature districts, and skills associated with staff instructors. Based upon this limited scope, the sample data provided, and in the absence of written data descriptions or dictionary, Supplier estimates an effort of 40 hours development work to complete the conversion.

9. Planning Considerations and Assumptions.

Installing and configuring the network environment and hardware are outside of the scope of this effort and will be the responsibility of Licensee.

If responses to questions and approval for deliverables are not received in a timely manner from Licensee, these estimates and timelines will be affected. As a general rule, Supplier will allow 5 days to review and provide feedback to deliverables before considering them final. RTP will provide notice to Licensee of any change to timeline as soon as such information becomes available.

If the scope of work changes significantly from the resources and deliverables outlined in this SOW, if Supplier is required to provide additional services not listed, or if the timeline changes significantly, the project delivery date and hours required to complete the project will be modified accordingly and billed according to the Software Development and License Contract and the Ticketing Submittal Pricing Sheet (Exhibit E).

All dates are provided as estimates and are based upon the Software Development and License Contract being executed no later than Wednesday, May 3rd, 2006. Changes to the scope of work, completion of New Functionality, availability of Planned Functionality, and availability of Customer and/or Supplier implementation resources will affect the timeline.

10. Project Management Scope.

Jamestown Yorktown has contracted a VITA qualified project manager for this project. The designated PM will have the ultimate project management authority on this project. The Supplier may employ its own project management methodology, tools and templates as long as they ensure compliance with the direction of the Jamestown Yorktown project manager.

Exhibit E - Ticketing System Pricing Submission

Price List

Please Populate Shaded Regions

Supplier Name: Resort Technology Partners LLC

Submitted By: Scott Clover

7

Point-of-Sale Systems:	Quan	Unit Cost	Total
Ticket, Pass & Activity Sales inc. Instructor Scheduling	20	\$ 3,750.00	\$ 75,000.00
Kiosk Sales	1	\$ 3,750.00	\$ 3,750.00
POS Enhancements:			
Voucher Tools Module	21	\$ 250.00	\$ 5,250.00
Accounts Receivable Module	21	\$ 250.00	\$ 5,250.00
Integrated Credit Module	21	\$ 250.00	\$ 5,250.00
Additional Modules			
General Ledger Interface	1	\$ 7,500.00	\$ 7,500.00
Advanced Activity Manager	1	\$ 35,000.00	\$ 35,000.00
Kiosk POS Sales Module	1	\$ 7,500.00	\$ 7,500.00
eCommerce/Online Sales			
RTP Online Base	1	\$ 20,000.00	\$ 20,000.00
Online Ticket & Activity Sales	1	\$ 10,000.00	\$ 10,000.00
Online Pass & Renewal	1	\$ 10,000.00	\$ 10,000.00

Ticketing Software Cost

\$ 184,500.00

NOTE: There is no POS license fee for admin, accounting or management workstations

Annual Software Support

20% \$ 36,900.00

includes unlimited 24 x 7 remote support services plus all upgrades.

Training Cost Per Day for Instructor
(Includes all related travel costs for instructor)

Professional Services:

Development	\$ 1,800.00	
Business Consulting	\$ 1,800.00	
Discovery	\$ 1,520.00	
Integration Services	\$ 1,800.00	
Server Configuration	\$ 1,000.00	
Implementation & Onsite Train	\$ 1,000.00	
Online Training	\$ 95.00	(per hour)
Project Management	\$ 1,200.00	

Travel Expenses:

Airfare & Transportation	\$ 600.00	(per trip)
Lodging Per Diem	\$82	Current prevailing seasonal rate establish by State of Virginia
Meals Per Diem	\$ 54.00	Current prevailing seasonal rate establish by State of Virginia

With limited training facilities and users still needing to perform their regular duties, the trainer(s) should anticipate the initial training session to last at least one week.

Trainer should anticipate 10 people for each class when a PC is needed for individual instruction.

Classes may be larger when instruction can be done in an auditorium setting.

RFP 2005-05 - Commonwealth of Virginia Jamestown Yorktown Ticketing System Request for Proposal

Exhibit F - Ticketing System Pricing Submittal

Additional Items

Please Populate Shaded Regions

Supplier Name:

RTP

Submitted By:

RTP

Key: Common Hardware components are detailed and priced below, including kiosk and handheld wireless admission scanning components.

Item Description	Manufacture Part No.	Delivery Lead Time (in days ARO)	Price offered to the Commonwealth of Va.	QTY	Total Cost	Comments
17" ELO LCD Entutive 1715L touch screen		7	\$ 793.00	1	\$793.00	for POS PCs
Pole Display Logic Control LD9000U series with the OPOS standard interface (USB)		7	\$ 247.00	1	\$247.00	for POS PCs
Epson TM-T88III Thermal Receipt Printer - USB		7	\$ 413.00	1	\$413.00	for POS PCs
Cherry Keyboard with Credit Card Swipe - USB		7	\$ 313.00	1	\$313.00	for POS PCs
Symbol LS2208 Barcode Scanner - USB		7	\$ 248.00	1	\$248.00	scanners for POS PC's
APG MultiPro Cash Drawer		7	\$ 163.00	1	\$163.00	cash drawer for POS PC's
Zebra Eltron P330i Pass Printer		7	\$ 2,663.00	1	\$2,663.00	Color pass printer
USB TWAIN Compliant Web Cam		7	\$ 83.00	1	\$83.00	Camera for pass printer
Symbol MC9010-G Handheld Scanner		7	\$ 2,763.00	1	\$2,763.00	includes 1 for back-up
Symbol Cradle, Power Supply & Data Cable for MC9010		7	\$ 513.00	1	\$513.00	Symbol Accessories
Symbol AP 4131 Access Point 802.11b		7	\$ 638.00	1	\$638.00	Wireless network router.
Companion Systems Ticket Kiosk - 15" ELO touchscreen, MagTek MSR, Boca ticket printer, Swicon receipt printer.	Companion 3720	30	\$ 8,110.00	1	\$8,110.00	models available - Outdoor/Through the wall, etc. Please see Appendices for additional information on this model, and http://www.companionsystems.com/ for further information on other models.